

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Texas GenCo LLC		02/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	5847 San Felipe		
<b>Internal Address:</b>	Suite 1050		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77057		
<b>Entity Type:</b>	a National Association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2879201	TEXASGENCO	
Registration Number:	2879202	TEXAS GENCO	
Registration Number:	2866626	TEXAS GENCO	
Registration Number:	2906217	TEXAS GENCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins, LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	036608-0015 TX GENCO SEC.		

OP \$115.00 2879201

NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	02/09/2006
<b>Total Attachments: 8</b> source=Wachovia_Texas GenCo#page1.tif source=Wachovia_Texas GenCo#page2.tif source=Wachovia_Texas GenCo#page3.tif source=Wachovia_Texas GenCo#page4.tif source=Wachovia_Texas GenCo#page5.tif source=Wachovia_Texas GenCo#page6.tif source=Wachovia_Texas GenCo#page7.tif source=Wachovia_Texas GenCo#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 2, 2006, (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by TEXAS GENCO LLC, a Delaware limited liability company (the "Company"), each of the subsidiaries of the Company listed on Annex A hereto (each subsidiary individually a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Company are referred to collectively as the "Grantors") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, located at 5847 San Felipe, Suite 1050, Houston, Texas 77057, in its capacity as Collateral Trustee (as defined below). Terms used but not defined herein have the meanings given such terms in the Security Agreement (as defined below), or if not defined therein, in the Collateral Trust Agreement (as defined below).

WHEREAS, the Company, Goldman Sachs Credit Partners L.P., as the administrative agent (the "Administrative Agent"), and the lenders, among other parties, entered into that certain Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of December 14, 2004;

WHEREAS, pursuant to that certain Guarantee (as amended, supplemented, or otherwise modified from time to time, the "Guarantee"), dated as of December 14, 2004, as supplemented on December 15, 2004 and April 13, 2005, each of the Guarantors (as defined therein) guaranteed to the Administrative Agent, for the ratable benefit of the Secured Parties (as defined therein), the Obligations (as defined therein);

WHEREAS, pursuant to that certain Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of December 14, 2004, as supplemented on December 15, 2004 and April 13, 2005, the Company and each of the Grantors granted (i) a lien in favor of the Collateral Trustee (in its capacity as collateral trustee for the ratable benefit of the First Lien Secured Parties) in the Collateral (as defined therein) to secure the First Lien Obligations (as defined therein) and (ii) a distinct and separate lien in favor of the Collateral Trustee (in its capacity as collateral trustee for the ratable benefit of the Second Lien Secured Parties) in the Collateral to secure the Second Lien Obligations;

WHEREAS, the Company, the Pledgors from time to time party thereto, the Administrative Agent, J. Aron & Company, as Counterparty under the GS Commodity Hedging Agreement (as defined therein), Morgan Stanley Capital Group Inc., as Counterparty under the MS Commodity Hedging Agreement (as defined therein), and Goldman Sachs Credit Partners L.P., as Collateral Trustee (as defined therein) (in such capacity and together with its successors, including Wachovia Bank, National Association, the "Collateral Trustee"), entered into that certain Collateral Trust Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), dated as of December 14, 2004, pursuant to which the Collateral Trustee agrees to receive, hold, maintain, administer and distribute the Collateral at any time delivered to it or subject to the Security Documents (including, without limitation, the Collateral covered by the Intellectual Property Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the First Lien Secured Parties, a first priority security interest in and a continuing lien on all of such Grantors' right, title and interest in and to all of the following (the "Intellectual Property") now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right or title as collateral security for the prompt and complete payment and performance when due of the First Lien Obligations, including the following:

1. the United States trademark and service mark registrations and applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time) and the goodwill of the business symbolized by the foregoing (collectively, the "Trademarks");
2. the United States patents and patent applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time), if any (collectively, the "Patents");
3. the United States copyright registrations and applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time), if any (collectively, the "Copyrights"); and
4. any and all proceeds of the foregoing.

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Property. The Grantors and the Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the Intellectual Property Collateral is not, in and of itself, to be construed as a grant of a fee interest in (as opposed to a security interest in) any Intellectual Property, including any Copyright, Trademark, Patent, Copyright License, Patent License, Trademark License, Trade Secret or Trade Secret License.

SECTION 2. Recordation. The Grantors authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed by one or more of parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into concurrently with, and in conjunction with the provisions of, the Security Agreement, the Credit Agreement and the Collateral Trust Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, the Credit Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the Credit Agreement or the Collateral Trust Agreement, the provisions of the Security Agreement, the Credit Agreement shall govern.

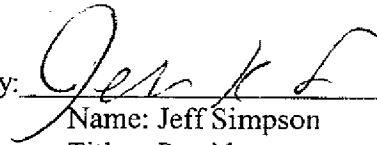
Grantors:

TEXAS GENCO LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO OPERATING SERVICES LLC  
TEXAS GENCO HOLDINGS, INC.  
NEW GENCO GP, LLC

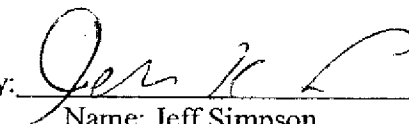
Executing this Agreement on behalf of and so as to bind each of the persons named above under the caption "Grantors"

By:   
Name: William S. Walker, Jr. EDD  
Title: VP & Treasurer

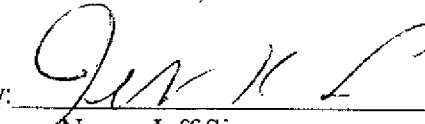
GCP FUNDING COMPANY, LLC

By:   
Name: Jeff Simpson  
Title: President

TEXAS GENCO LP, LLC

By:   
Name: Jeff Simpson  
Title: President

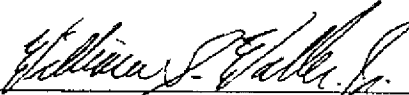
NEW GENCO LP, LLC

By:   
Name: Jeff Simpson  
Title: President

*(signatures continue on next page)*

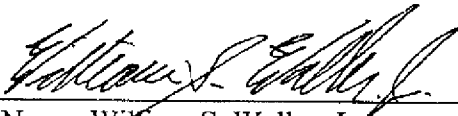
TEXAS GENCO II, LP

By: New Genco GP, LLC, its General Partner

By:  EOD  
Name: William S. Waller, Jr.  
Title: VP & Treasurer

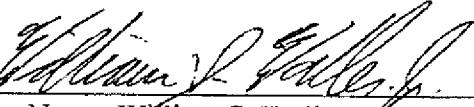
TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

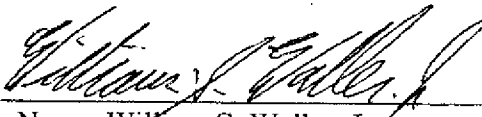
By:   
Name: William S. Waller, Jr.  
Title: VP & Treasurer

TEXAS GENCO, LP

By: Texas Genco GP, LLC, its General Partner

By:   
Name: William S. Waller, Jr.  
Title: VP & Treasurer

TEXAS GENCO GP, LLC

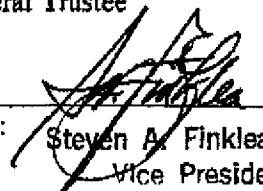
By:   
Name: William S. Waller, Jr.  
Title: VP & Treasurer

*(signatures continue on next page)*

ACKNOWLEDGED AND AGREED

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Trustee

By: \_\_\_\_\_

  
Name: Steven A. Finklea, CC'S  
Title: Vice President

Address: 5847 San Felipe, Suite 1050  
Houston, TX 77057

NRG Energy, Inc. - Intellectual Property Security Agreement (Texas Genco, LLC)



ANNEX A TO THE  
SECURITY AGREEMENT

SUBSIDIARY GRANTORS

• Subsidiary Grantors

Texas Genco Financing Corp.  
Texas Genco Operating Services, LLC  
GCP Funding Company, LLC  
New Genco GP, LLC  
New Genco LP, LLC  
HPC Merger Sub, Inc.

• Notice Address for All Grantors



c/o Texas Genco LLC  
12301 Kurland Drive, 4<sup>th</sup> Floor  
Houston, Texas 77034  
Phone: (713) 945-3500  
Facsimile: (713) 945-3526  
Attention: Chief Executive Officer

Schedule I to  
The Amended and Restated  
Intellectual Property Security Agreement

INTELLECTUAL PROPERTY

Texas Genco, LLC

United States Trademark Registrations

<b>Trademark</b>	<b>Status</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>
 TexasGenco	registered	78/209,148 January 30, 2003	2,879,201 August 31, 2004
 TexasGenco	registered	78/209,157 January 30, 2003	2,879,202 August 31, 2004
TEXAS GENCO	registered	78/209,154 January 30, 2003	2,866,626 July 27, 2004
TEXAS GENCO	registered	78/209163 January 30, 2003	2,906,217 November 30, 2004

United States Patents and Patent Applications

None.

United States Registrations Copyrights

None.