

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliant Energy Retail Holdings, LLC		12/01/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	5555 San Felipe, Suite 1150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78762804	POWERZONE	
Registration Number:	2428481	POWER CARD	
Registration Number:	2764995	ENERGY COMMANDER	
Registration Number:	2813513	ENERGY COMMANDER	
Registration Number:	2865827	YOUR HOUSTON BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(713) 221-3306		
Email:	constance.rhebergen@bracewellgiuliani.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	070103.000084		

CH \$140.00 78762804

NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	12/01/2006
Total Attachments: 5 source=TMAssgnReliantEnergRetail-RERH#page1.tif source=TMAssgnReliantEnergRetail-RERH#page2.tif source=TMAssgnReliantEnergRetail-RERH#page3.tif source=TMAssgnReliantEnergRetail-RERH#page4.tif source=TMAssgnReliantEnergRetail-RERH#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Reliant Energy Retail Holdings, LLC, a Delaware limited liability company (herein referred to as the "Grantor"), having an address at c/o RERH Holdings, LLC, 1000 Main Street, Houston, Texas 77002, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor, RERH Holdings, LLC, a Delaware limited liability company ("RERH Holdings"), Reliant Energy Power Supply, LLC, a Delaware limited liability company ("REPS"), Reliant Energy Retail Services, LLC, a Delaware limited liability company ("RERS"), and RE Retail Receivables, LLC, a Delaware limited liability company ("RERR" and together with Grantor, RERH Holdings, REPS, RERS, the "Credit Parties") entered into a Collateral Trust Agreement dated as of December 1, 2006 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement"), with U.S. Bank National Association, a national banking association, as collateral trustee (in such capacity, together with its successors in such capacity, the "Collateral Trustee") to establish the Collateral Trust Estate defined and described therein for holding the Security Documents and the Collateral for the benefit of the Secured Counterparties, and for the other purposes set forth in the Agreement;

WHEREAS, the Grantor and the other Credit Parties have entered into a Security Agreement (as amended, restated, supplemented, or otherwise modified, renewed, or replaced from time to time, the "Security Agreement", the defined terms of which, including those incorporated from the Agreement, being used herein as therein defined) in favor of the Collateral Trustee, pursuant to which the Grantor has granted to the Collateral Trustee a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds thereof, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Trustee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Trustee's address is 5555 San Felipe, Suite 1150, Houston, TX 77056.

[signature page to follow]

IN WITNESS WHEREOF, Reliant Energy Retail Holdings, LLC, has duly executed or caused this Supplement to the Security Agreement to be duly executed as of December 1, 2006.

RELIANT ENERGY RETAIL HOLDINGS, LLC

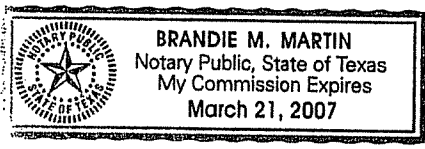


By: *Lloyd A. Whittington*
Name: Lloyd A. Whittington
Title: Assistant Treasurer

STATE OF TEXAS)
) ss.:
COUNTY OF HARRIS)

On this 1st day of December, 2006, before me personally appeared Lloyd A Whittington, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is Assistant Treasurer of Grantor; that he/she knows the seal of said limited liability company; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Managers of said limited liability company and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said limited liability company pursuant to such authority.

Brandie M Martin
Notary Public



SCHEDULE 1 TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark	Application or Registration Date	Application Serial No. or Registration No.
Energy Commander	9/16/2003	2764995
Energy Commander	2/10/2004	2813513
PowerZone	11/29/2005	78/762804
Your Houston Business	7/20/2004	2865827
Power Card and Design	2/13/2001	2428481