

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reliant Energy Retail Holdings, LLC		12/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
Reliant Energy Retail Services, LLC		12/22/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee
Street Address:	25 DeForest Avenue, 2nd Floor
Internal Address:	Mail Stop SUM01-0105
City:	Summit
State/Country:	NEW JERSEY
Postal Code:	07901
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2428481	POWER CARD
Registration Number:	2983403	RELIANT ENERGY
Registration Number:	2681501	RELIANT ENERGY
Registration Number:	2895973	RELIANT ENERGY
Registration Number:	2666766	RELIANT ENERGY
Registration Number:	2747525	RELIANT ENERGY
Registration Number:	2886710	RELIANT
Registration Number:	2886711	RELIANT
Registration Number:	2897601	RELIANT PARK
Registration Number:	2897600	RELIANT PARK
Registration Number:	2884611	RELIANT PARK

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Registration Number:	2935264	RELIANT PARK
Registration Number:	2933500	RELIANT PARK
Registration Number:	2976601	RELIANT ARENA
Registration Number:	2896040	RELIANT ARENA
Registration Number:	2943295	RELIANT ARENA
Registration Number:	2897602	RELIANT CENTER
Registration Number:	2875207	RELIANT CENTER
Registration Number:	2955241	RELIANT STADIUM
Registration Number:	2929142	RELIANT STADIUM
Registration Number:	2929141	RELIANT STADIUM
Registration Number:	2896039	RELIANT STADIUM
Registration Number:	2764995	ENERGY COMMANDER
Registration Number:	2813513	ENERGY COMMANDER
Registration Number:	2729638	RELIANT STADIUM
Registration Number:	2865827	YOUR HOUSTON BUSINESS
Registration Number:	2926480	RELIANT CENTER
Registration Number:	3053512	RELIANT ENERGY
Registration Number:	3053513	RELIANT ENERGY
Registration Number:	3045140	RELIANT ENERGY
Registration Number:	3097811	RELIANT
Registration Number:	3132302	RELIANT ENERGY
Registration Number:	3243942	POWERZONE
Registration Number:	3528114	RELIANT POWERTRACKER

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	40334-78 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/

TRADEMARK

Date:

12/22/2009

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 22, 2009, (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by NRG RETAIL LLC, a Delaware limited liability company, RELIANT ENERGY POWER SUPPLY, LLC, a Delaware limited liability company, RELIANT ENERGY RETAIL HOLDINGS, LLC, a Delaware limited liability company, RERH HOLDINGS, LLC, a Delaware limited liability company, RELIANT ENERGY RETAIL SERVICES, LLC, a Delaware limited liability company, and RE RETAIL RECEIVABLES, LLC, a Delaware limited liability company (each, a “Grantor”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, located at 25 DeForest Avenue, 2nd Floor, Mail Stop SUM01-0105, Summit, NJ 07901, (i) in its capacity as Priority Collateral Trustee (as further described below) and (ii) in its capacity as Parity Collateral Trustee (as further described below) (in such capacities, the “Collateral Trustee”). Terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, each Grantor has become a party as Guarantor, Grantor and Pledgor to that certain Guarantee and Collateral Agreement, dated as of February 2, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of Deutsche Bank Trust Company Americas (i) in its capacity as Priority Collateral Trustee for (x) Citicorp North America Inc., as administrative agent (in such capacity and together with its successors, the “Administrative Agent”) and collateral agent (in such capacity and together with its successors, the “Collateral Agent”) and for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Second Amended and Restated Credit Agreement, dated as of June 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NRG Energy, Inc., the Administrative Agent and Collateral Agent, Credit Suisse Securities (USA) LLC and Citigroup Global Markets, Inc., as joint lead book runners and joint lead arrangers (in such capacity, the “Arrangers”) and Credit Suisse, as syndication agent (in such capacity, the “Syndication Agent”), and the other Priority Lien Secured Parties thereunder and (y) for any other Priority Lien Secured Parties and their Secured Debt Representatives from time to time entitled to the benefits of the Collateral Trust Agreement, dated as of February 2, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”), among the Grantor, the other Pledgors and Grantors (each as defined therein), the Administrative Agent, and J. Aron & Company, as counterparty under the GS Commodity Hedging Agreement (the “GS Counterparty”), the Collateral Trustee and the other parties from time to time party thereto, and (ii) in its capacity as Parity Collateral Trustee for (x) J. Aron & Company, as Counterparty under the GS Commodity Hedging Agreement, and (y) any other Parity Lien Secured Parties and their Secured Debt Representatives from time to time entitled to the benefits of the Collateral Trust Agreement; and, for purposes of Section 2 of the Guarantee and Collateral Agreement, in favor of the Administrative Agent, the GS Counterparty and any other future Secured Debt Representative with respect to any Series of Secured Debt that becomes entitled to the benefits of the Collateral Trust Agreement.

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

SECTION 1 Grant of Security. Each Grantor (x) hereby assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the ratable benefit of the Priority Lien Secured Parties, a lien on and a first priority security interest in and to all of such Grantor's right, title and interest in and to the Collateral constituting Intellectual Property, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations, and (y) hereby assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the ratable benefit of the Parity Lien Secured Parties, a lien on and a second priority security interest in and to the Collateral constituting Intellectual Property, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations (it being understood that the grants of security interest under the foregoing clause (x) and clause (y) constitute separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the equal and ratable benefit of the Priority Lien Secured Parties to secure the Priority Lien Obligations, and the second in favor of the Parity Collateral Trustee in its capacity as collateral trustee for the equal and ratable benefit of the Parity Lien Secured Parties to secure the Parity Lien Obligations), in each case 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 Asset. The Grantor, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the 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 Grantor 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, without regard to its conflict of laws principles that would have the effect of applying the laws of any other jurisdiction.


SECTION 5 Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement, the Credit Agreement or the Collateral Trust Agreement, the provisions of the Guarantee and Collateral Agreement, the Credit Agreement and the Collateral Trust Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


NRG RETAIL LLC

By: 
Name: Christopher Sotos
Title: President and Treasurer


RELIANT ENERGY POWER SUPPLY, LLC

By: 
Name: Christopher Sotos
Title: Treasurer and VP

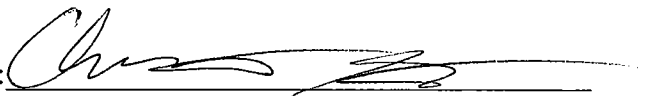
RELIANT ENERGY RETAIL HOLDINGS, LLC

By: 
Name: Christopher Sotos
Title: Treasurer and VP


RERH HOLDINGS, LLC

By: 
Name: Christopher Sotos
Title: Treasurer and VP

RELIANT ENERGY RETAIL SERVICES, LLC

By: 
Name: Christopher Sotos
Title: Treasurer and VP


RE RETAIL RECEIVABLES, LLC

By: 
Name: Christopher Sotos
Title: Treasurer and VP

(signatures continue on next page)

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Priority Collateral Trustee and
Parity Collateral Trustee

By: 
Name: Annie Jaghatspanyan
Title: Vice President

By: 
Name: Wanda Camacho
Title: Vice President

Intellectual Property Security Agreement

INTELLECTUAL PROPERTY

United States Trademark Registrations and Applications

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
POWER. CARD and Design	75940944	10-Mar-2000	2428481	13-Feb-2001	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY & Design	75623514	19-Jan-1999	2983403	9-Aug-2005	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY & Design	75623512	19-Jan-1999	2681501	28-Jan-2003	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY & Design	75623308	19-Jan-1999	2895973	19-Oct-2004	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY & Design	75623309	19-Jan-1999	2666766	24-Dec-2002	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY & Design	75623509	19-Jan-1999	2747525	5-Aug-2003	Reliant Energy Retail Holdings, LLC
RELIANT	78311694	9-Oct-2003	2886710	21-Sep-2004	Reliant Energy Retail Holdings, LLC
RELIANT	78311695	9-Oct-2003	2886711	21-Sep-2004	Reliant Energy Retail Holdings, LLC
RELIANT PARK	76195468	17-Jan-2001	2897601	26-Oct-2004	Reliant Energy Retail Holdings, LLC
RELIANT PARK	76195465	17-Jan-2001	2897600	26-Oct-2004	Reliant Energy Retail Holdings, LLC
RELIANT PARK	76195473	17-Jan-2001	2884611	14-Sep-2004	Reliant Energy Retail Holdings, LLC
RELIANT PARK	76195471	17-Jan-2001	2935264	22-Mar-2005	Reliant Energy Retail Holdings, LLC
RELIANT PARK	76195470	17-Jan-2001	2933500	15-Mar-2005	Reliant Energy Retail Holdings, LLC
RELIANT ARENA	76195453	17-Jan-2001	2976601	26-Jul-2005	Reliant Energy Retail Holdings, LLC
RELIANT ARENA	76195451	17-Jan-2001	2896040	19-Oct-2004 -	Reliant Energy Retail Holdings, LLC
RELIANT ARENA	76195450	17-Jan-2001	2943295	26-Apr-2005	Reliant Energy Retail Holdings, LLC
RELIANT CENTER	76195564	17-Jan-2001	2897602	26-Oct-2004	Reliant Energy Retail Holdings, LLC
RELIANT CENTER	76195562	17-Jan-2001	2875207	17-Aug-2004	Reliant Energy Retail Holdings, LLC
RELIANT STADIUM	76195558	17-Jan-2001	2955241	24-May-2005	Reliant Energy Retail Holdings, LLC
RELIANT STADIUM	76195448	17-Jan-2001	2929142	1-Mar-2005	Reliant Energy Retail Holdings, LLC
RELIANT STADIUM	76195445	17-Jan-2001	2929141	1-Mar-2005	Reliant Energy Retail Holdings, LLC
RELIANT STADIUM	76195443	17-Jan-2001	2896039	19-Oct-2004	Reliant Energy Retail Holdings, LLC
ENERGY COMMANDER	76263578	25-May-2001	2764995	16-Sep-2003	Reliant Energy Retail Holdings, LLC

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
ENERGY COMMANDER	76263577	25-May-2001	2813513	10-Feb-2004	Reliant Energy Retail Holdings, LLC
RELIANT STADIUM	75981391	17-Jan-2001	2729638	24-Jun-2003	Reliant Energy Retail Holdings, LLC
YOUR HOUSTON BUSINESS	78156502	21-Aug-2002	2865827	20-Jul-2004	Reliant Energy Retail Holdings, LLC
RELIANT CENTER	75981963	17-Jan-2001	2926480	15-Feb-2005	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY	78451768	16-Jul-2004	3053512	31-Jan-2006	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY	78451803	16-Jul-2004	3053513	31-Jan-2006	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY	78451815	16-Jul-04	3045140	17-Jan-06	Reliant Energy Retail Holdings, LLC
RELIANT	78622356	4-May-2005	3097811	30-May-2006	Reliant Energy Retail Holdings, LLC
RELIANT ENERGY	78622380	4-May-2005	3132302	22-Aug-2006	Reliant Energy Retail Holdings, LLC
POWERZONE	78762804	29-Nov-2005	3243942	22-May-2007	Reliant Energy Retail Holdings, LLC
RELIANT POWERTRACKER	77071862	27-Dec-2006	3528114	4-Nov-2008	Reliant Energy Retail Services, LLC

United States Patents and Patent Applications

None.

United States Copyright Registrations and Applications

None.