

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TXU Energy Retail Company LLC	FORMERLY TXU Energy Retail Company LP	10/06/2010	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
Street Address:	2 North LaSalle St.
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3145383	THE POWER OF PEACE OF MIND
Registration Number:	3145380	THE POWER OF PEACE OF MIND
Registration Number:	3232624	TXU ENERGY REWARDS+
Serial Number:	85004440	TXU ENERGY
Serial Number:	85004451	TXU ENERGY
Serial Number:	85004458	TXU ENERGY
Serial Number:	85008013	THE RIGHT THINGS. RIGHT NOW
Serial Number:	85008022	THE RIGHT THINGS. RIGHT NOW

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7976  
 Email: ksolomon@stblaw.com

OP \$215.00 3145383

Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	027141/0016
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/07/2010

Total Attachments: 5  
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**Second Lien Trademark Security Agreement**

**Second Lien Trademark Security Agreement**, dated as of October 6, 2010 (the "Trademark Security Agreement") by TXU ENERGY RETAIL COMPANY LLC (f/k/a TXU ENERGY RETAIL COMPANY LP) (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent pursuant to the Second Lien Security Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor, provided that, applications in the United States Patent and Trademark Office to register trademarks on the basis of any Grantor's "intent to use" such trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

**SECTION 3. Second Lien Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of

this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Second Lien Obligations and termination of the Second Lien Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at the Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**TXU ENERGY RETAIL COMPANY LLC,**

By

A handwritten signature in black ink, appearing to read "A. Horton", is written over a horizontal line.

Name: Anthony R. Horton  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004292 FRAME: 0308**

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as  
Collateral Agent,**

By: Julie Hoffman-Ramos

Name: Julie Hoffman-Ramos  
Title: Senior Associate

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 004292 FRAME: 0309**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Title</b>	<b>App./Reg. No</b>
TXU Energy Retail Company LLC	THE POWER OF PEACE OF MIND	3,145,383
TXU Energy Retail Company LLC	THE POWER OF PEACE OF MIND	3,145,380
TXU Energy Retail Company LLC	TXU ENERGY REWARDS+	3,232,624
TXU Energy Retail Company LLC	TXU ENERGY and Design	85/004,440
TXU Energy Retail Company LLC	TXU ENERGY and Design	85/004,451
TXU Energy Retail Company LLC	TXU ENERGY and Design	85/004,458
TXU Energy Retail Company LLC	THE RIGHT THINGS. RIGHT NOW	85/008,013
TXU Energy Retail Company LLC	THE RIGHT THINGS. RIGHT NOW	85/008,022
TXU Energy Retail Company LLC	ENERGY AID (Texas State)	5605717