

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Mountain Energy Company		01/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS		
Street Address:	100 Plaza One		
Internal Address:	Sixth FL, MS 0699		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	A NEW YORK BANKING CORPORATION: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3510535	BEGREEN	
Registration Number:	3510534	BEGREEN	
Registration Number:	3574924	BEGREEN NOW!	
Registration Number:	2912628	BIG TEXAS SUN CLUB	
Registration Number:	3498872	CHOOSE WISELY. IT'S A SMALL PLANET	
Registration Number:	2402280	CHOOSE WISELY. IT'S A SMALL PLANET.	
Registration Number:	2827691		
Registration Number:	2530042	ECOCREDITS	
Registration Number:	3403911	EMISSION SOLUTIONS	
Registration Number:	3445244	EMISSION SOLUTIONS	
Registration Number:	3578825	G BEGREEN NOW!	
Registration Number:	3484108	GIFT OF GREEN	
Registration Number:	3484111	GIFT OF GREEN	

CH \$540.00 3510535

Registration Number:	2769415	GREEN MOUNTAIN
Registration Number:	2646099	GREEN MOUNTAIN ENERGY
Registration Number:	2791130	GREEN MOUNTAIN ENERGY
Registration Number:	2871899	GREEN MOUNTAIN SOLAR
Registration Number:	2853930	HELP CLEAN THE AIR WE BREATHE
Registration Number:	3726863	RENEWABLE REWARDS
Registration Number:	2487899	WIND FOR THE FUTURE
Serial Number:	85172678	RENEWABLE REWARDS

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128623312
Email: patrick.lau@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle
Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	40334-122 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	01/31/2011

Total Attachments: 6
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of January 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Deutsche Bank Trust Company Americas, c/o Deutsche Bank National Trust Company, 100 Plaza One, Sixth FL, MS 0699, Jersey City, N.J. 07311-3901, Attention: Irina Golovashchuk, Fax: (732) 578-4635, (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, the Grantors have entered into a Guarantee and Collateral Agreement, dated as of February 2, 2006, as amended by that certain Amendment to the Guarantee and Collateral Agreement, dated as of April 28, 2006, and that certain Amendment to the Guarantee and Collateral Agreement, dated as of June 30, 2010 (as further amended, restated, supplemented or modified from time to time, the "Guarantee and Collateral Agreement"), in favor of Deutsche Bank Trust Company Americas (a) in its capacity as Priority Collateral Trustee for (i) Citicorp North America Inc., as administrative agent (in such capacity and together with its successors, the "Administrative Agent") and as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of June 30, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NRG Energy, Inc., a Delaware corporation (the "Company"), the other agents party thereto, Citigroup Global Markets Inc., as joint book runner and joint lead arranger, the other joint book runners and joint lead arrangers party thereto, and the other Priority Lien Secured Parties thereunder, and (ii) for any other Priority Lien Secured Parties and their Secured Debt Representatives from time to time entitled to the benefits of the Amended and Restated Collateral Trust Agreement, dated as of June 30, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among the Company, the other Grantors, 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 (b) in its capacity as Parity Collateral Trustee for (i) J. Aron & Company, as Counterparty under the GS Commodity Hedging Agreement, and (ii) for 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 thereof, in favor of the Administrative Agent and 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;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors to the Collateral Trustee for the benefit of the Secured Parties, and have agreed to execute this Supplemental

Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Intellectual Property Security Agreement, dated as of February 2, 2006, was recorded against certain United States Intellectual Property with the U.S. Patent and Trademark Office on February 9, 2006 at Reel/Frame No. 3243/0914, the Intellectual Property Security Agreement, dated as of December 22, 2009, was recorded against certain United States Intellectual Property with the U.S. Patent and Trademark Office on December 22, 2009 at Reel/Frame No. 4118/0628, the After-Acquired Intellectual Property Security Agreement (Supplemental Filing), dated as of June 30, 2010, was recorded against certain United States Intellectual Property with the U.S. Patent and Trademark Office on June 30, 2010 at Reel/Frame No. 4234/0791, and the After-Acquired Intellectual Property Security Agreement (Supplemental Filing), dated as of June 30, 2010, was recorded against certain United States Intellectual Property with the U.S. Patent and Trademark Office on June 30, 2010 at Reel/Frame No. 24620/0176.

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 (x) hereby assigns and transfers to the Priority Collateral Trustee, and hereby grants to the Priority Collateral Trustee, for the equal and ratable benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a first priority security interest in all of 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 hereby grants to the Parity Collateral Trustee, for the equal and ratable benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a second priority security interest in all of 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 agent 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 agent 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 Supplemental 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 Grantors, 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. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Supplemental Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplemental Intellectual Property Security Agreement by facsimile or other electronic transmission (including “pdf”) shall be as effective as delivery of a manually signed counterpart of this Supplemental Intellectual Property Security Agreement.

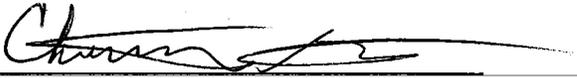
SECTION 4. Governing Law. This Supplemental Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Supplemental 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 Supplemental 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 or the Collateral Trust Agreement shall govern.

[Signature pages follow]

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

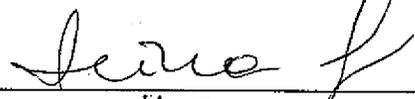
GREEN MOUNTAIN ENERGY COMPANY, as
Grantor

By: 

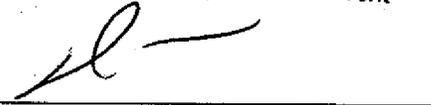
Name: Christopher S. Sotos
Title: Vice President & Treasurer

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

By: Deutsche Bank National Trust Company

By: 

Name: Irina Golovashchuk
Title: Assistant Vice President

By: 

Name: DAVID CONTINO
Title: VICE PRESIDENT

Schedule 1 to
the Supplemental Intellectual Property Security Agreement

United States Trademark Registrations and Applications

Mark	Filing Date	App. No.	Reg. No.	Reg. Date
BEGREEN	12/20/2006	77/068290	3510535	10/7/2008
BEGREEN & Design	12/20/2006	77/068287	3510534	10/7/2008
BEGREEN NOW!	1/9/2008	77/367990	3574924	2/17/2009
BIG TEXAS SUN CLUB	6/21/2002	78/137774	2912628	12/21/2004
CHOOSE WISELY. IT'S A SMALL PLANET	2/8/2008	77/392639	3498872	9/9/2008
CHOOSE WISELY. IT'S A SMALL PLANET*	6/27/1996	75/126519	2402280	11/7/2000
Design Only	6/26/2002	78/139128	2827691	3/30/2004
ECOCREDITS	6/27/1996	75/126513	2530042	1/15/2002
EMISSION SOLUTIONS	6/16/2006	78/910050	3403911	3/25/2008
EMISSION SOLUTIONS & Design	6/16/2006	78/910067	3445244	6/10/2008
G BEGREEN NOW! & Design	1/10/2008	77/368895	3578825	2/24/2009
GIFT OF GREEN	12/20/2007	77/356838	3484108	8/12/2008
GIFT OF GREEN & Design	12/20/2007	77/357099	3484111	8/12/2008
GREEN MOUNTAIN	11/18/1998	75/591501	2769415	9/30/2003
GREEN MOUNTAIN ENERGY	11/18/1998	75/590826	2646099	11/5/2002
GREEN MOUNTAIN ENERGY & Design	6/27/2002	78/139280	2791130	12/9/2003
GREEN MOUNTAIN SOLAR	7/9/1998	75/516115	2871899	8/10/2004
HELP CLEAN THE AIR WE BREATHE	7/9/2003	78/272155	2853930	6/15/2004
RENEWABLE REWARDS	2/20/2009	77/674613	3726863	12/15/2009
WIND FOR THE FUTURE	10/27/1997	75/379935	2487899	9/11/2001
RENEWABLE REWARDS & Design	11/9/2010	85/172678		

United States Patents and Patent Applications

None.

United States Copyright Registrations and Applications

None.