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
NRG Energy, Inc.		07/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee
Street Address:	100 Plaza One, Sixth Floor, MS 0699
Internal Address:	c/o Deutsche Bank National Trust Company
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311-3901
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3940229	NRG
Registration Number:	3957940	
Registration Number:	3940500	MOVING CLEAN ENERGY FORWARD.
Registration Number:	3925126	NRG ENERGY SERVICES
Registration Number:	3959771	NRG RELIABILITY ADVANTAGE
Registration Number:	3865568	NRG SOLAR AN NRG ENERGY COMPANY
Registration Number:	3865567	NRG SOLAR AN NRG ENERGY COMPANY
Registration Number:	3865566	NRG SOLAR AN NRG ENERGY COMPANY
Registration Number:	3865563	NRG SOLAR AN NRG ENERGY COMPANY
Registration Number:	3865562	NRG SOLAR AN NRG ENERGY COMPANY
Registration Number:	3908083	REPOWERING NRG
Registration Number:	3908082	REPOWERINGNRG
Serial Number:	85975153	NRG

OP $365.00 3940229

Serial Number:	85061004	NRG GLOBAL GIVING GG

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

Address Line 2: (036608-0057)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(036608-0057)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	07/01/2011

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 1, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Deutsche Bank Trust Company Americas, located at c/o Deutsche Bank National Trust Company, 100 Plaza One, Sixth Floor, MS 0699, Jersey City, NJ 07311-3901, (i) in its capacity as Priority Collateral Trustee (as defined in the Collateral Trust Agreement described below) and (ii) in its capacity as Parity Collateral Trustee (as defined in the Collateral Trust Agreement described below). Capitalized terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantors, each other grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto 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 Guarantee and Collateral Agreement, dated as of June 30, 2010, the "Original Guarantee and Collateral Agreement");

WHEREAS, the Grantors, each other grantor party thereto, Deutsche Bank Trust Company Americas, in its capacities as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties party thereto have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of July 1, 2011 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, the Grantors, Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties from time to time party thereto have entered into Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement");

WHEREAS, pursuant to the Original Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property, of the Grantors to the Priority Collateral Trustee for the benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) and to the Parity Collateral Trustee for the benefit of the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement);

WHEREAS, pursuant to the Original Guarantee and Collateral Agreement, (i) that certain Intellectual Property Security Agreement, dated as of February 2, 2006, was recorded with the U.S. Patent and Trademark Office against certain United States Trademarks on February 9, 2006 at Reel/Frame No. 3243/0914, (ii) that certain Intellectual Property Security Agreement, dated as of December 22, 2009, was recorded with the U.S. Patent and Trademark Office against certain United States Trademarks on December 22, 2009 at Reel/Frame No. 4118/0628, (iii) that certain After-Acquired Intellectual Property Security Agreement (Supplemental Filing), dated as

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of June 30, 2010, was recorded with the U.S. Patent and Trademark Office against certain United States Trademarks on June 30, 2010 at Reel/Frame No. 4234/0791, (iv) that certain After-Acquired Intellectual Property Security Agreement (Supplemental Filing), dated as of June 30, 2010, was recorded with the U.S. Patent and Trademark Office against certain United States Patents on June 30, 2010 at Reel/Frame No. 24620/0176, and (v) that certain After-Acquired Intellectual Property Security Agreement (Supplemental Filing), dated as of January 31, 2011, was recorded with the U.S. Patent and Trademark Office against certain United States Trademarks on January 31, 2011 at Reel/Frame No. 4463/0940; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, as applicable.

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

SECTION 1. Grant of Security. Each Grantor hereby (x) assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the 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 Intellectual Property Collateral, 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 (as defined in the Collateral Trust Agreement), and (y) assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the 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 Intellectual Property Collateral, 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 (as defined in the Collateral Trust Agreement) (it being understood and agreed that the grants of security interest under the foregoing clause (x) and clause (y) constitute two separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the 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 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, if any, and the goodwill of the business connected with the use of and symbolized by any of the foregoing;

2. the United States patents and patent applications listed in Schedule 1, if any;

3. the United States copyright registrations and applications listed in Schedule 1, if any;

4. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and

5. any and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

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 an Excluded Asset (other than any Proceeds of such Excluded Assets unless such Proceeds would otherwise independently constitute Excluded Assets); and provided, further, that if and when any property shall cease to be an Excluded Asset, the right, title, power and interest of each applicable Grantor in and to such property shall be deemed at all times from and after the date thereof to constitute Intellectual Property Collateral. The Grantors, the Priority Collateral Trustee and the Parity 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. Each 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, as applicable.

SECTION 3. Execution in Counterparts. This 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.

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 in conjunction with the Guarantee and Collateral Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted herein are more fully set forth in the Guarantee and Collateral 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 deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

[*Remainder of page intentionally left blank*]

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

NRG ENERGY, INC.

By: _____
Name: Christopher Sotos
Title: Vice President and Treasurer

RELIANT ENERGY RETAIL HOLDINGS, LLC

By: _____
Name: Christopher Sotos
Title: Treasurer

PENNYWISE POWER LLC

By: _____
Name: Christopher Sotos
Title: Treasurer

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Accepted and Agreed:

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 Intellectual Property Security Agreement

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Grantor	Serial No. Filing Date	Reg. No. Reg. Date
NRG	US	NRG Energy, Inc.	85/058016 09-JUN-2010	3940229 05-APR-2011
	US	NRG Energy, Inc.	85/193937 09-DEC-2010	3957940 10-MAY-2011
Moving clean energy forward.	US	NRG Energy, Inc.	85/097747 02-AUG-2010	3940500 05-APR-2011
NRG	US	NRG Energy, Inc.	85/975153 09-JUL-2010	Pending
NRG Energy Services	US	NRG Energy, Inc.	85/060414 01-JUN-2010	3925126 01-MAR-2011
NRG Global Giving	US	NRG Energy, Inc.	85/061004 11-JUN-2010	Pending
NRG Reliability Advantage	US	NRG Energy, Inc.	85/063079 15-JUN-2010	3959771 10-MAY-2011
NRG SOLAR	US	NRG Energy, Inc.	77/802674 12-AUG-2009	3865568 19-OCT-2010
NRG SOLAR	US	NRG Energy, Inc.	77/802668 12-AUG-2009	3865567 19-OCT-2010
NRG SOLAR	US	NRG Energy, Inc.	77/802659 12-AUG-2009	3865566 19-OCT-2010
NRG SOLAR	US	NRG Energy, Inc.	77/802023 11-AUG-2009	3865563 19-OCT-2010
NRG SOLAR	US	NRG Energy, Inc.	77/802007 11-AUG-2009	3865562 19-OCT-2010
repowering NRG	US	NRG Energy, Inc.	85/066595 18-JUN-2010	3908083 18-JAN-2011
Repowering NRG	US	NRG Energy, Inc.	85/066592 18-JUN-2010	3908082 18-JAN-2011

Mark	Country	Grantor	Serial No. Filing Date	Reg. No. Reg. Date
E-SENSE	US	Reliant Energy Retail Holdings, LLC	77/581566 29-SEP-2008	3920238 15-FEB-2011
E-SENSE	US	Reliant Energy Retail Holdings, LLC	77/977548 29-SEP-2008	3952288 26-APR-2011
Filters Made Easy	US	Reliant Energy Retail Holdings, LLC	85/078531 06-JUL-2010	3939230 29-MAR-2011
Filters Made Easy	US	Reliant Energy Retail Holdings, LLC	85/078532 06-JUL-2010	3939231 29-MAR-2011
RELIANT COLLEGIATE PLAN	US	Reliant Energy Retail Holdings, LLC	85/117321 27-AUG-2010	3972018 31-MAY-2011
ECOSHARE	US	Reliant Energy Retail Holdings, LLC	85/272123 21-MAR-2011	Pending
RELIANT E-SENSE GADGET	US	Reliant Energy Retail Holdings, LLC	85/168207 03-NOV-2010	Pending
RELIANT FILTERS MADE EASY	US	Reliant Energy Retail Holdings, LLC	85/125037 08-SEP-2010	3954942 03-MAY-2011
TWO-STEP SHOWDOWN	US	Reliant Energy Retail Holdings, LLC	85/241409 14-FEB-2011	Pending
CAP-AND-SAVE	US	Reliant Energy Retail Holdings, LLC	85/078528 09-JUL-2010	3942290 05-APR-2011
empowerme Conversations about energy in your life	US	Reliant Energy Retail Holdings, LLC	85/170298 05-NOV-2010	3955126 03-MAY-2011
EMPOWERME	US	Reliant Energy Retail Holdings, LLC	85/172215 09-NOV-2010	Pending
energywise	US	Reliant Energy Retail Holdings, LLC	85/037788 17-MAY-2010	Pending
ENERGYWISE	US	Reliant Energy Retail Holdings, LLC	85/036784 17-MAY-2010	Pending
RELIANT RENEWABLES	US	Reliant Energy Retail Holdings, LLC	77/981657 17-SEP-2009	3963249 17-MAY-2011
Pennywise	US	Pennywise Power LLC	85/167427 02-NOV-2010	Pending
pennywise POWER	US	Pennywise Power LLC	85/167424 02-NOV-2010	Pending
Pennywise Power	US	Pennywise Power LLC	85/125294 08-SEP-2010	Pending
Wise Buy	US	Pennywise Power LLC	85/169925 05-NOV-2010	3961921 17-MAY-2011

PATENTS AND PATENT APPLICATIONS

Title	Country	Grantor	Appl. No. Filing Date	Patent No. Issue Date
[Unpublished application]	US	NRG Energy, Inc.	12/708895 2/19/2010	Pending
[Unpublished application]	US	NRG Energy, Inc.	61/391395 10/23/2010	Pending

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.