

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
Energy Plus Holdings LLC		04/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	c/o Deutsche Bank National Trust Company
City:	100 Plaza One, Sixth Floor
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3815799	ENERGY PLUS
Registration Number:	3949129	ENERGY PLUS

CORRESPONDENCE DATA

Fax Number: 2124466460
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124464800
 Email: hayley.smith@kirkland.com
 Correspondent Name: Hayley Smith, Senior Legal Assistant
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40334-134
NAME OF SUBMITTER:	Hayley Smith

CH \$65.00 3815799

Signature:	//Hayley Smith//
Date:	04/19/2012
Total Attachments: 6 source=Energy Plus Intellectual Property Security Agreement#page1.tif source=Energy Plus Intellectual Property Security Agreement#page2.tif source=Energy Plus Intellectual Property Security Agreement#page3.tif source=Energy Plus Intellectual Property Security Agreement#page4.tif source=Energy Plus Intellectual Property Security Agreement#page5.tif source=Energy Plus Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 12, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by Energy Plus Holdings LLC, a Delaware limited liability company, and Independence Energy Group LLC, a Delaware limited liability company (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 and (ii) in its capacity as Parity Collateral Trustee (in such capacities, “Collateral Trustee”). Capitalized terms used but not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below) or that certain Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011, by and among NRG Energy, Inc., Collateral Trustee, and the other parties from time to time party thereto.

WHEREAS, NRG Energy, Inc. (the “Borrower”), entered into an Amended and Restated Credit Agreement, dated as of July 1, 2011 (the “Credit Agreement”), by and among the Company, the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital, the investment banking division of Barclays Bank PLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, RBS Securities Inc., The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Union Bank, N.A., each as a joint lead bookrunner and a joint lead arranger, Citicorp North America, Inc., as administrative and collateral agent, and the other financial institutions party thereto;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries (other than each Grantor) entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of July 1, 2011 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of Collateral Trustee for the benefit of the Secured Parties;

WHEREAS, pursuant to that certain Assumption Agreement, dated September 30, 2011 (the “Assumption Agreement”), in favor of the Collateral Trustee for the benefit of the Secured Parties, Grantors agreed to become a party to the Guarantee and Collateral Agreement as Guarantor, Grantor and Pledgor thereunder with the same force and effect as if originally named therein as a Guarantor, Grantor and Pledgor and, without limiting the generality of the foregoing, expressly assumed all obligations and liabilities of a Guarantor, Grantor and Pledgor thereunder; 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, 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 (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.

ENERGY PLUS HOLDINGS LLC

By: _____
Name:
Title:

INDEPENDENCE ENERGY GROUP LLC

By: _____
Name:
Title:

Accepted and Agreed:

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

By: Deutsche Bank National Trust Company

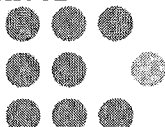
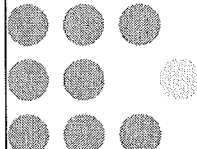
By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Energy Plus Holdings LLC

1. "Energy Plus" service mark (plain text), registered with the United States Patent and Trademark Office as of July 6, 2010, registration no. 3,815,799.
2. "Energy Plus" service mark (stylized words in capital letters with symbol), registered with the United States Patent and Trademark Office as of April 19, 2011, registration no. 3,949,129.
3. Pending U.S. trademark application for ENERGY PLUS (Ser. No. 77/237616) Notice of Allowance issued and Second Request For Extension of Time to File Statement of Use filed on February 16, 2011.
4. Pending U.S. trademark application for ENERGY PLUS and Design (Ser. No. 77/930732) Notice of Allowance issued and First Request For Extension of Time to File Statement of Use filed on March 5, 2011.

Independence Energy Group LLC		
Mark	Serial No.	Filing Date
INDEPENDENCE ENERGY INDEPENDENCE ENERGY	85-244073	February 16, 2011
INDEPENDENCE ENERGY ALLIANCE INDEPENDENCE ENERGY ALLIANCE	85-244096	February 16, 2011
MISCELLANEOUS DESIGN 	85-249178	February 23, 2011
DOT LOGO 	85-249178	June 17, 2011
INDEPENDENCE ENERGY	85-244073	June 17, 2011
INDEPENDENCE ENERGY ALLIANCE	85-244096	June 17, 2011