

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFTER ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NRG Energy, Inc.		04/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	100 Plaza One
Internal Address:	Sixth Floor, MS 0699
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	a New York banking corporation: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4013900	BE FREE
Registration Number:	4013902	EVGO
Registration Number:	4017186	EVGO BE FREE.
Registration Number:	4013901	EVGO
Registration Number:	4016975	NRG
Registration Number:	4054090	NRG SIMPLYSMART SOLUTIONS
Registration Number:	4054094	NRG SIMPLYSMART SOLUTIONS
Registration Number:	3928174	NRG SOLAR
Registration Number:	4093432	FREEDOM STATION

CORRESPONDENCE DATA

Fax Number: 3128622200

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

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Phone: 312-862-2000
Email: donna.gasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle Street
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 40334-63 DRG

NAME OF SUBMITTER: Donna Gasiorowski

Signature: /Donna Gasiorowski/

Date: 05/23/2012

Total Attachments: 11

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AFTER ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2012 (as amended, restated, amended and 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, 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 After-Acquired 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 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 to execute this Supplemental 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.

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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 Supplemental 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 Supplemental Intellectual Property Security Agreement, as applicable.

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.

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.

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SECTION 5. Conflict Provision. This Supplemental 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 Supplemental Intellectual Property Security Agreement are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

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IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental 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: 

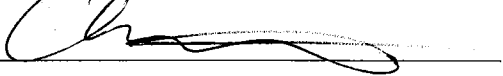
Name: Christopher Sotos
Title: Vice President & Treasurer

Reliant Energy Retail Holdings, LLC

By: 

Name: Christopher Sotos
Title: Vice President and Treasurer

Green Mountain Energy Company

By: 

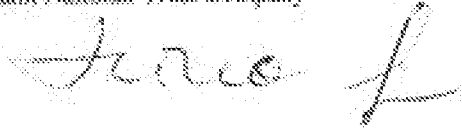
Name: Christopher Sotos
Title: Vice President, Treasury

Accepted and Agreed:

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

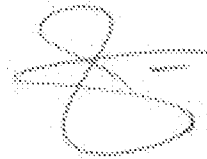
By: Deutsche Bank National Trust Company

Name:



Title:

Irina Golovashchuk
Vice President



Jeffrey Schoenfeld
Associate

SCHEDULE 1 to Supplemental Security Agreement

U.S. COPYRIGHT APPLICATIONS AND REGISTRATIONS

Grantor	Copyrights	Filing Date	Status	Case No.
Reliant Energy Retail Holdings, LLC	Kiosk Payments for OE	3/19/2012	Filed	1-740394751
Reliant Energy Retail Holdings, LLC	Online Enrollment	3/19/2012	Filed	1-740394698
Reliant Energy Retail Holdings, LLC	Product Chart	3/19/2012	Filed	1-740394545
Reliant Energy Retail Holdings, LLC	Gadget – Day, Week, Year	3/19/2012	Filed	1-740394512
Reliant Energy Retail Holdings, LLC	Reliant Home Electricity Review	3/19/2012	Filed	1-740394346
Reliant Energy Retail Holdings, LLC	Reliant Home Electricity Review	3/19/2012	Filed	1-740344292
Reliant Energy Retail Holdings, LLC	Sign up for Reliant Energy SmartStart Plan	3/18/2012	Filed	1-739947151
Reliant Energy Retail Holdings, LLC	Reliant Energy SmartStart Plan Details	3/18/2012	Filed	1-739947088
Reliant Energy Retail Holdings, LLC	Reliant Energy SmartStart Plan	3/19/2012	Filed	1-739947045
Reliant Energy Retail Holdings, LLC	Reliant Invoice	3/18/2012	Filed	1-739947012
Reliant Energy Retail Holdings, LLC	e-Sense Product Progression - Today	3/18/2012	Filed	1-739946957
Reliant Energy Retail Holdings, LLC	e-Sense Account Management	3/18/2012	Filed	1-739946904
Reliant Energy Retail Holdings, LLC	Reliant e-Sense Weekly Summary	3/18/2012	Filed	1-739946871

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Case No.</u>
Reliant Energy Retail Holdings, LLC	Reliant SmartStart Plan	3/18/2012	Filed	1-739946717
Reliant Energy Retail Holdings, LLC	Reliant e-Sense Weekly Summary	3/18/2012	Filed	1-739946680
Reliant Energy Retail Holdings, LLC	Reliant e-Sense Weekly Summary	3/18/2012	Filed	1-739946621

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
RELIANT BILL ESTIMATOR	US	Reliant Energy Retail Holdings, LLC	85288926 07-APR-2011	4116218 3/20/12
RELIANT EASY MOVE	US	Reliant Energy Retail Holdings, LLC	85141992 30-SEP-2010	4,013,904 16-Aug-2011
RELIANT E-SENSE CASH BACK NIGHTS & WEEKENDS	US	Reliant Energy Retail Holdings, Inc.	85316714 10-MAY-2011	4079767 1/03/12
RELIANT RENEWABLES	US	Reliant Energy Retail Holdings, LLC	77829188 17-SEP-2009	4,077,485 27-Dec-2011
RELIANT SMARTSTART PLAN	US	Reliant Energy Retail Holdings, LLC	85128341 13-SEP-2010	4,043,164 18-Oct-2011
RELIANT RENEWABLES	US	Reliant Energy Retail Holdings, LLC	77981657 17-SEP-2009	3963249 17-MAY-2011
TWO-STEP SHOWDOWN	US	Reliant Energy Retail Holdings, LLC	85241409 14-FEB-2011	4,031,450 27-Sep-2011
Reliant BrokerConnect	US	Reliant Energy Retail Holdings LLC	85350483 20-Jun -2011	4113152 3/13/12
Reliant Cap-And-Save	US	Reliant Energy Retail Holdings LLC	85351573 20-Jun-2011	4074297 20-Dec-2011
Reliant e-Sense Keep Your Cash Nights & Weekends	US	Reliant Energy Retail Holdings LLC	85456307 26-Oct-2011	Pending
Reliant e-Sense Sell-Back	US	Reliant Energy Retail Holdings LLC	85363015 05-Jul-2011	4091094 1/24/12
Reliant Home Solutions	US	Reliant Energy Retail Holdings LLC	85340324 07-Jun-2011	4119698 27-MAR-2012
Reliant MarketConnect 360	US	Reliant Energy Retail Holdings LLC	85363271 05-Jul-2011	Pending
Reliant Secure Advantage	US	Reliant Energy Retail Holdings LLC	85375905 20-Jul-2011	4102486 21-FEB-2012
Reliant Sell-Back	US	Reliant Energy Retail Holdings LLC	85369439 12-Jul-2011	4,074,352 20-Dec-2011

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
Reliant Solar Gauge	US	Reliant Energy Retail Holdings LLC	85456302 26-Oct-2011	Pending
Reliant Solar Leasing	US	Reliant Energy Retail Holdings LLC	85357432 27-Jun-2011	4,077,260 27-Dec-2011
Reliant Solar Solutions	US	Reliant Energy Retail Holdings LLC	85350501 20-Jun-2011	4096084 2/7/12
Be free	US	NRG Energy, Inc.	85140991 29-SEP-2010	4013900 16-Aug-2011
	US	NRG Energy, Inc.	85141017 29-SEP-2010	4013902 16-Aug-2011
	US	NRG Energy, Inc.	85166969 2-NOV-2010	4017186 23-Aug-2011
eVgo	US	NRG Energy, Inc.	85140993 29-SEP-2010	4013901 16-Aug-2011
NRG	US	NRG Energy, Inc.	85080963 9-JUL-2010	4016975 23-Aug-2011
	US	NRG Energy, Inc.	85206989 7-JAN-2011	4054090 08-Nov-2011
NRG SimplySmart Solutions	US	NRG Energy, Inc.	85210342 4-JAN-2011	4,054,094 08-Nov-2011
NRG Solar	US	NRG Energy, Inc.	85056915 8-JUN-2010	3928174 08-MAR-2011
Freedom Station	US	NRG Energy, Inc.	85325010 19-May-2011	4093432 31-JAN-2012
CLEANERTIMES	US	GREEN MOUNTAIN ENERGY COMPANY	85501649 21-DEC-2011	Pending
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85501601 21-DEC-2011	Pending
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85501616 21-DEC-2011	Pending
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85501621 21-DEC-2011	Pending
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85501626 21-DEC-2011	Pending

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85501632 21-DEC-2011	Pending
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85515654 13-JAN-2012	Pending
GREEN MOUNTAIN ENERGY	US	GREEN MOUNTAIN ENERGY COMPANY	85501639 21-DEC-2011	Pending
GREEN MOUNTAIN ENERGY	Mexico	GREEN MOUNTAIN ENERGY COMPANY	1079265 31-MAR-2010	1241328 10/3/2011
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501717 22-DEC-2011	Pending
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501725 22-DEC-2011	Pending
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501733 22-DEC-2011	Pending
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501738 22-DEC-2011	Pending
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501758 22-DEC-2011	Pending
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501861 22-DEC-2011	Pending
GREEN MOUNTAIN ENERGY and Design	US	GREEN MOUNTAIN ENERGY COMPANY	85501883 22-DEC-2011	Pending
SUN CLUB	US	GREEN MOUNTAIN ENERGY COMPANY	85386550 02-AUG-2011	Pending

PATENTS AND PATENT APPLICATIONS

None