

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	After Acquired Intellectual Property Security Agreement (Supplemental Filing)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NRG Backup Generation Services LLC		11/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	100 Plaza One, Sixth Floor		
<b>Internal Address:</b>	c/o Deutsche Bank National Trust Company, MS 0699		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07311-3901		
<b>Entity Type:</b>	banking corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2874251	ENERGY ALTERNATIVES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	312-862-2000		
<b>Email:</b>	donna.gasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	40334-63 DRG		
<b>NAME OF SUBMITTER:</b>	Donna Gasiorowski		

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Signature:	/Donna Gasiorowski/
Date:	12/27/2012
<b>Total Attachments: 11</b> source=IP Notice Ltr Agmt Supp Flg_113012#page1.tif source=IP Notice Ltr Agmt Supp Flg_113012#page2.tif source=IP Notice Ltr Agmt Supp Flg_113012#page3.tif source=IP Notice Ltr Agmt Supp Flg_113012#page4.tif source=IP Notice Ltr Agmt Supp Flg_113012#page5.tif source=IP Notice Ltr Agmt Supp Flg_113012#page6.tif source=IP Notice Ltr Agmt Supp Flg_113012#page7.tif source=IP Notice Ltr Agmt Supp Flg_113012#page8.tif source=IP Notice Ltr Agmt Supp Flg_113012#page9.tif source=IP Notice Ltr Agmt Supp Flg_113012#page10.tif source=IP Notice Ltr Agmt Supp Flg_113012#page11.tif	

# AFTER ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

## (SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 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); 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.

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

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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.

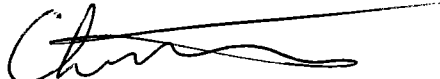
SECTION 5. Conflict Provision. This Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security 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.

*[Remainder of page intentionally left blank]*

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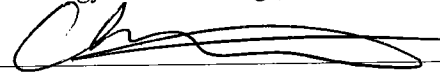
IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental Intellectual Property Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

NRG Energy, Inc.

By: 

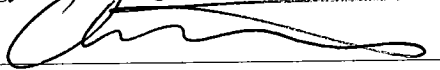
Name: Christopher Sotos  
Title: VP & Treasurer

Reliant Energy Retail Holdings, LLC

By: 

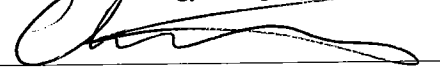
Name: Christopher Sotos  
Title: VP & Treasurer

Energy Plus Holdings LLC

By: 

Name: Christopher Sotos  
Title: VP & Treasurer

Green Mountain Energy Company

By: 

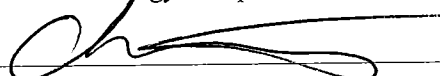
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG Backup Generation Services LLC

By: 

Name: Gaetan Frotte  
Title: VP & Treasurer

Independence Energy Group LLC

By: 

Name: Christopher Sotos  
Title: VP & Treasurer

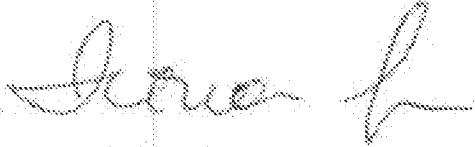
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Accepted and Agreed:

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

By: Deutsche Bank National Trust Company

Name:



Title:

**Irina Golovashchuk**  
**Vice President**

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## SCHEDULE 1 to Supplemental Security Agreement

### Newly Filed Applications for Registration of Intellectual Property

#### Reliant Energy Retail Holdings, LLC

Trademarks:

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
Reliant Secure	USA	Reliant Energy Retail Holdings, LLC	Application # 85365025 Filed Jul. 07, 2011	Reg. No. 4162380 Reg Date 06/19/12

## NRG ENERGY, INC.

### Trademarks:

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
SimplySmart an NRG Service and Design	USA	NRG Energy, Inc.	Application # 85/406307 Filed 9/20/12	Pending
SolarLife an NRG Service	USA	NRG Energy, Inc.	Application # 85727075 Filed 9/12812	Pending
NRG MarketConnect 360	USA	NRG Energy, Inc.	Application # 85704290 Filed 8/15/12	Pending
Reliant Park (design)	USA	NRG Energy	Application # 85387379 Filed 8/2/2011	Pending
Reliant Stadium (design)	USA	NRG Energy	Application # 85384502 Filed 8/2/2011	Pending
Reliant Park (design)	USA	NRG Energy	Application # 85387374 Filed 8/2/2011	Pending
Reliant Center (design)	USA	NRG Energy	Application # 85384508 Filed 7/19/2011	Pending
Reliant Stadium (design)	USA	NRG Energy	Application # 85384504 Filed 7/19/2011	Pending
Reliant Stadium (design)	USA	NRG Energy	Application # 85977931 Filed 7/19/2011	Pending



Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
Reliant Center (design)	USA	NRG Energy	Application # 85384510 Filed 7/19/2011	Reg. No. 4203491 Reg. Date 9/4/12

## **GREEN MOUNTAIN ENERGY COMPANY**

### **Trademarks:**

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
Green Mountain	Australia	Green Mountain Energy Company	Application No. 1361585 Filed 5/14/2010	Reg. No. 1361585 Reg. Date 5/14/2010
Green Mountain	European Union	Green Mountain Energy Company	Application No. 9103458 Filed 5/13/2010	Reg. No. 9103458 Reg. Date 12/6/2010
Green Mountain Energy	Australia	Green Mountain Energy Company	Application No. 1358198 Filed 4/28/2010	Reg. No. 1358198 Reg. Date 4/28/2010

Green Mountain Energy	European Union	Green Mountain Energy Company	Application No. 9062753 Filed 4/28/2010	Reg. No. 9062753 Reg. Date 12/6/2010
Green Mountain Energy	Mexico	Green Mountain Energy Company	Application No. 1079265 Filed 3/31/2010	Reg. No. 1241328 Reg. Date 10/3/2011
Green Mountain Energy and Design	Australia	Green Mountain Energy Company	Application No. 1361587 Filed 5/14/2010	Reg. No. 1361587 Reg. Date 5/14/2010
Green Mountain Energy and Design	European Union	Green Mountain Energy Company	Application No. 9103755 Filed 5/14/2010	Reg. No. 9103755 Reg. Date 12/6/2010
Green Mountain Energy	Canada	Green Mountain Energy Company	Application No. 1582607 Filed 6/18/2012	Pending

Green Mountain Energy and Design	Canada	Green Mountain Energy Company	Application No. 1582609 Filed 6/18/2012	Pending
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**INDEPENDENCE ENERGY GROUP LLC**

**Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Grantor</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Arrow (design)	USA	Independence Energy Group LLC	Application # 85249178 Filed 2/23/11	Reg. No. 4206907 Reg. Date 9/11/12
Independence Energy Alliance	USA	Independence Energy Group LLC	Application # 85244096 Filed 2/16/11	Reg. No. 4206898 Reg. Date 9/11/12
Independence Energy	USA	Independence Energy Group LLC	Application # 85244073 Filed 2/16/11	Reg. No. 4206897 Reg. Date 9/11/12

**After Acquired Registrations of Intellectual Property**

**NRG BACKUP GENERATION SERVICES LLC**

**Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Grantor</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Energy Alternatives (design)	USA	NRG Backup Generation Services LLC	Application # 78153748 Filed 8/13/02	Reg. No. 2874251 Reg. Date 08/17/04

**PATENTS AND PATENT APPLICATIONS**

None

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**RECORDED: 12/27/2012**

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