

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|-----------------------|
| DYNEGY INC. | | 04/23/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee |
| Street Address: | Eleven Madison Avenue, 23rd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | CORPORATION: CAYMAN ISLANDS |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2391986 | DYNEGY |
| Registration Number: | 2383862 | DYNEGY |
| Registration Number: | 2471909 | DYNEGY |
| Registration Number: | 2431818 | |
| Registration Number: | 2431806 | |

CORRESPONDENCE DATA

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

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|--------------------|-------------|
| NAME OF SUBMITTER: | Robin Riley |
|--------------------|-------------|

OP \$140.00 2391986

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|---|------------------------------|
| Signature: | /daniel cote thomsonreuters/ |
| Date: | 05/02/2013 |
| Total Attachments: 6 source=Dynegy - Trademark Security Agreement with Cover Page (Executed)#page1.tif source=Dynegy - Trademark Security Agreement with Cover Page (Executed)#page2.tif source=Dynegy - Trademark Security Agreement with Cover Page (Executed)#page3.tif source=Dynegy - Trademark Security Agreement with Cover Page (Executed)#page4.tif source=Dynegy - Trademark Security Agreement with Cover Page (Executed)#page5.tif source=Dynegy - Trademark Security Agreement with Cover Page (Executed)#page6.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2013, is made by DYNEGY INC., a Delaware corporation (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("Credit Suisse"), in its capacity as collateral trustee (in such capacity, together with its successors and permitted assigns in such capacity, the "Collateral Trustee") for the First-Lien Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 23, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, the lenders from time to time party thereto (the "Lenders"), Credit Suisse, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Trustee under the Credit Documents, and the other agents party thereto, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement of even date herewith in favor of the Collateral Trustee (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guaranteed Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Collateral Trustee for the benefit of the First-Lien Secured Parties, and grants to Collateral Trustee for the benefit of the First-Lien Secured Parties a Security Interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but expressly excluding any Excluded Assets;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Collateral Trustee pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Trustee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a Security Interest hereunder.

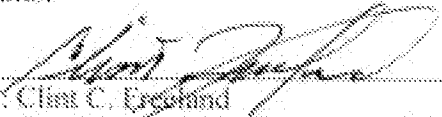
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DYNEGY INC.,
as Grantor

By: 
Name: Chris C. England
Title: Executive Vice President and Chief
Financial Officer

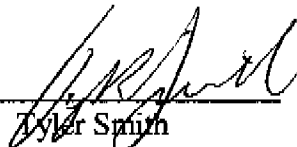
[Signature Page to Dynegy Inc. Trademark Security Agreement (April 2013)]

TRADEMARK
REEL: 005020 FRAME: 0045

ACCEPTED AND AGREED
as of the date first above written:



CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Trustee

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Tyler Smith
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| <u>Trademark</u> | <u>Filing Date/Issued Date</u> | <u>Owner</u> | <u>Application/ Registration No.</u> |
|--|--------------------------------|--------------|--------------------------------------|
| DYNEGY | 10/3/2000 | Dynergy Inc. | 2391986 |
| DYNEGY | 9/5/2000 | Dynergy Inc. | 2383862 |
| DYNEGY | 7/24/2001 | Dynergy Inc. | 2471909 |
| Design only  | 2/27/2001 | Dynergy Inc. | 2431818 |
| Design only  | 2/27/2001 | Dynergy Inc. | 2431806 |

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