

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
Allied Warranty LLC		06/30/2013	LIMITED LIABILITY COMPANY: TEXAS

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:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85115734	WE ONLY CARE ABOUT TEXAS
Serial Number:	77416728	YOUR TEXAS-BASED NEIGHBOR FOR HOME WARRA
Serial Number:	77401373	ALLIED HOME WARRANTY
Serial Number:	77401382	WE CALL TEXAS HOME

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.

Phone: 312862000
 Email: rob.soneson@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 300 N. LaSalle
 Address Line 2: c/o Rob Soneson, Legal Assistant
 Address Line 4: Chicago, ILLINOIS 60654

CH \$115.00 85115734

ATTORNEY DOCKET NUMBER:	40334-171-RFS
NAME OF SUBMITTER:	Rob Soneson
Signature:	/rob soneson/
Date:	07/01/2013
Total Attachments: 10 source=6-30-2013 Supplemental Security Filing-NRG#page1.tif source=6-30-2013 Supplemental Security Filing-NRG#page2.tif source=6-30-2013 Supplemental Security Filing-NRG#page3.tif source=6-30-2013 Supplemental Security Filing-NRG#page4.tif source=6-30-2013 Supplemental Security Filing-NRG#page5.tif source=6-30-2013 Supplemental Security Filing-NRG#page6.tif source=6-30-2013 Supplemental Security Filing-NRG#page7.tif source=6-30-2013 Supplemental Security Filing-NRG#page8.tif source=6-30-2013 Supplemental Security Filing-NRG#page9.tif source=6-30-2013 Supplemental Security Filing-NRG#page10.tif	

AFTER ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2013 (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 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]

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: G. Gary Garcia

Name: G. Gary Garcia
Title: Senior Vice President and Treasurer

Reliant Energy Retail Holdings, LLC

By: G. Gary Garcia

Name: G. Gary Garcia
Title: Vice President and Treasurer

Allied Warranty LLC

By: [Signature]

Name: Gaetan Frotte
Title: Vice President and Treasurer

Green Mountain Energy Company

By: G. Gary Garcia

Name: G. Gary Garcia
Title: Vice President, Treasury

Energy Plus Holdings LLC

By: G. Gary Garcia

Name: G. Gary Garcia
Title: Vice President and Treasurer

Independence Energy Group LLC

By: G. Gary Garcia

Name: G. Gary Garcia
Title: Vice President and Treasurer

Onsite Energy, Inc.

By: G. Gary Garcia

Name: G. Gary Garcia

Title: Treasurer

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:

Irina Golovashchuk
Vice President

By:





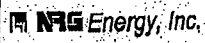

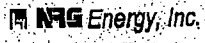
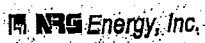




Name:



Jeffrey Schoenfeld
Assistant Vice President

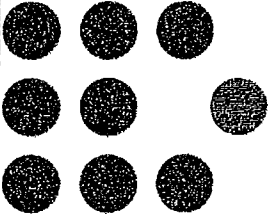

Title:

SCHEDULE 1 to Supplemental Security Agreement

Trademark Registrations and Applications

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
	EU	NRG Energy, Inc.	3855442 02-JUN-2004	3855442 20-JAN-2006
	Poland	NRG Energy, Inc.	240426 06-SEP-2001	Pending
NRG	Poland	NRG Energy, Inc.	240427 06-SEP-2001	Pending
	Brazil	NRG Energy, Inc.	819709174 27-DEC-1996	819709174 29-JUN-1999
	Canada	NRG Energy, Inc.	0866582 1/19/1998	TMA535833 10/26/2000
	Australia	NRG Energy, Inc.	721105 06-NOV-1996	721105 06-NOV-1996
	Germany	NRG Energy, Inc.	39650401.9 20-NOV-1996	39650401 01-APR-1997
GREEN MOUNTAIN ENERGY	Japan	Green Mountain Energy Company	2000-046232 4/28/2000	4491275 7/13/2001
	Argentina	NRG Energy, Inc.	2061588 16-DEC-1996	1666906 04-MAY-1998
	Estonia	NRG Energy, Inc.	9602280 08-NOV-1996	27155 21-OCT-1998
NRG	India	NRG Energy, Inc.	1042042 04-SEP-2001	
NRG	India	NRG Energy, Inc.	1042043 04-SEP-2001	
CC-FAST	International Register Germany, Japan, UK	NRG Energy, Inc.		1044496 23-JUN-2010
CC-Fast DH	International Register Germany, Japan, UK	NRG Energy, Inc.		1044723 05-JUL-2010
	Mexico	NRG Energy, Inc.	320600 23-JAN-1998	574396 31-MAR-1998
	Mexico	NRG Energy, Inc.	320599 23-JAN-1998	629309 28-OCT-1999

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
OEC ENERGY SERVICES	HAWAII	ONSITE ENERGY CORPORATION		4002662 09-AUG-2002
RELIANT ACCOUNCONNECT	US	Reliant Energy Retail Holdings, LLC	85/800431 12-DEC-2012	Pending
	US	Reliant Energy Retail Holdings, LLC	85/797758 7-DEC-2012	Pending
POLLUTION FREE GOLD	US	Green Mountain Energy Company	85/979350 15-MAY-2012	Published (Pending)
WE ONLY CARE ABOUT TEXAS	US	Allied Warranty LLC	85/115734 25-AUG-2010	3992535 12-JUL-2011
ENERGY PLUS 	US	Energy Plus Holdings LLC	77/930732 08-FEB-2010	4324711 23-APR-2013
YOUR TEXAS-BASED NEIGHBOR FOR HOME WARRANTY COVERAGE	US	Allied Warranty LLC	77/416728 07-MAR-2008	3594040 24-MAR-2009
ALLIED HOME WARRANTY	US	Allied Warranty LLC	77/401373 20-FEB-2008	3515462 14-OCT-2008
WE CALL TEXAS HOME	US	Allied Warranty LLC	77/401382 20-FEB-2008	3593998 24-MAR-2009
ENERGY PLUS	US	Energy Plus Holdings LLC	77/237616 24-JUL-2007	4317323 09-APR-2013
INDEPENDENCE ENERGY ALLIANCE	Canada	Independence Energy Group LLC	153219400 17-JUN-2011	Pending
INDEPENDENCE ENERGY	Canada	Independence Energy Group LLC	153214800 17-JUN-2011	Pending

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
	Canada	Independence Energy Group LLC	153219800 17-JUN-2011	Pending
BRING THE ENERGY	US	NRG Energy, Inc.	85/796656 6-DEC-2012	Published (Pending)
econrg an NRG initiative	US	NRG Energy, Inc.	85/402613 19-AUG-2011	4238861 6-NOV-2012
energyservices an NRG service	US	NRG Energy, Inc.	85/389825 4-AUG-2011	Published (Pending)
reliant  stadium	US	NRG Energy, Inc.	85/978442 29-JUL-2011	4302904 12-MAR-2013
THE POWER TO CHANGE LIFE. THE ENERGY TO MAKE IT HAPPEN.	US	NRG Energy, Inc.	85/363794 6-JUL-2011	4155678 5-JUN-2012
E-SENSE	U.S.	Reliant Energy Retail Holdings, LLC	77/977546 29-SEP-2008	4071277 13-DEC-2011
GREEN MOUNTAIN	U.S.	Green Mountain Energy Company	85/934058 16-MAY-2013	Pending

Patents and Patent Applications

Title	Country	Grantor	Appl. No. Filing Date	Patent No. Issue Date
COMBINED CYCLE POWER PLANT	PCT	NRG Energy, Inc.	PCT/US2010/030747 4/22/2010	WO2011005343 1/13/2011
COMBINED CYCLE POWER PLANT	EP	NRG Energy, Inc.	10711527.1 4/12/2010	2294298 3/16/2011
[Unpublished application]	Japan	NRG Energy, Inc.	PI 101251 4/15/2010	Pending

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Title	Country	Grantor	Appl. No. Filing Date	Patent No. Issue Date
[Unpublished application]	EP	NRG Energy, Inc.	801771 4/15/2010	Pending

Copyright Registrations

None

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