

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 7 to the Amended and Restated Security Agreement dated as of August 7, 2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TXU Energy Retail Company LLC		10/29/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	2 Penns Way, Suite 100		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86035555	ALL MORNING OR ALL NIGHT. ALL YEAR LONG.	
Serial Number:	86035376	ALL NIGHT. EVERY NIGHT. ALL YEAR LONG.	
Serial Number:	86035413	ALL SATURDAY. ALL SUNDAY. ALL YEAR LONG.	
Serial Number:	86035440	ALL WEEKEND. ALL YEAR LONG.	
Serial Number:	86035479	RIGHT TIME DISCOUNT	
Serial Number:	86035518	RIGHT TIME SAVINGS	
Serial Number:	86035310	TXU ENERGY FREE NIGHTS	
Serial Number:	86035359	TXU ENERGY FREE WEEKENDS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 530-5000		
Email:	abrook@milbank.com		
Correspondent Name:	Anna Brook		
Address Line 1:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 2:	1 Chase Manhattan Plaza, 47th Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	47000.32700		

CH \$215.00 86035555

TRADEMARK

NAME OF SUBMITTER:	Anna Brook
SIGNATURE:	/Anna Brook/
DATE SIGNED:	03/18/2014
Total Attachments: 12 source=Security Agreement - Amended and Restated - Supplement 7#page1.tif source=Security Agreement - Amended and Restated - Supplement 7#page2.tif source=Security Agreement - Amended and Restated - Supplement 7#page3.tif source=Security Agreement - Amended and Restated - Supplement 7#page4.tif source=Security Agreement - Amended and Restated - Supplement 7#page5.tif source=Security Agreement - Amended and Restated - Supplement 7#page6.tif source=Security Agreement - Amended and Restated - Supplement 7#page7.tif source=Security Agreement - Amended and Restated - Supplement 7#page8.tif source=Security Agreement - Amended and Restated - Supplement 7#page9.tif source=Security Agreement - Amended and Restated - Supplement 7#page10.tif source=Security Agreement - Amended and Restated - Supplement 7#page11.tif source=Security Agreement - Amended and Restated - Supplement 7#page12.tif	

ANNEX A TO
THE SECURITY AGREEMENT

SUPPLEMENT NO. 7, dated as of October 29, 2013, to the AMENDED AND RESTATED SECURITY AGREEMENT dated as of August 7, 2009, among each of the Grantors listed on the signature pages thereto (each such subsidiary individually, a "Grantor" and, collectively, the "Grantors"), and Citibank, N.A., as Collateral Agent for the First Lien Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement, dated as of October 10, 2007 (as amended by Amendment No. 1 and Amendment No. 2 thereto, dated as of August 7, 2009 and as the same may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement") among Energy Future Competitive Holdings Company LLC (formerly known as Energy Future Competitive Holdings Company), Texas Competitive Electric Holdings Company (the "Company"), the lending institutions from time to time parties thereto (the "Lenders"), Citibank, N.A., as Administrative Agent and as Collateral Agent, and the other agents and entities party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit to the Company under the Credit Agreement and to induce the Cash Management Banks and Hedge Banks to enter into Secured Cash Management Agreements, Secured Hedging Agreements and Secured Commodity Hedging Agreements and to induce the holders of any Additional First Lien Obligations to make their respective Extensions of Credit thereunder.

D. Pursuant to Section 4.1(b) of the Security Agreement, within 30 days after the end of each calendar quarter, each Grantor has agreed to deliver to the Collateral Agent a written supplement substantially in the form of this Supplement with respect to any additional Copyrights, Patents and Trademarks acquired by such Grantor after the date of the Credit Agreement. The Grantors have identified on Schedule I, II and III hereto the additional Copyrights, Patents and Trademarks registered or applied for with the United States Patent and Trademark Office or the United States Copyright Office acquired by such Grantors after the date of the Credit Agreement. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. (a) Schedule 1 of the Security Agreement is hereby supplemented, as applicable, by the information (if any) set forth in the Schedule I hereto, (b) Schedule 2 of the Security Agreement is hereby supplemented, as applicable, by the information (if any) set forth in the Schedule II hereto and (c) Schedule 3 of the Security Agreement is hereby supplemented, as applicable, by the information (if any) set forth in the Schedule III hereto.

SECTION 2. Each Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in the Intellectual Property set forth in Schedules I, II and III hereto. Each Grantor hereby represents and warrants that the information set forth on Schedules I, II and III hereto is true and correct in all material respects as of the date hereof.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a "pdf" or "tif" file)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Company. This Supplement shall become effective as to each Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such Grantor and the Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.2 of the Security Agreement.

SECTION 8. Each Grantor agrees to reimburse the Collateral Agent for its respective reasonable and documented out-of-pocket costs and expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of one firm of counsel, and, if necessary, one firm of regulatory counsel and/or one firm of local counsel in each appropriate jurisdiction, in each case to the Administrative Agent and Collateral Agent (and, in the case of an actual or perceived conflict of interest where the Person affected by such conflict informs the Company of such conflict and thereafter, after receipt of the consent of the Company (which consent shall not be unreasonably withheld or delayed), retains its own counsel, of another firm of counsel for such affected Person).

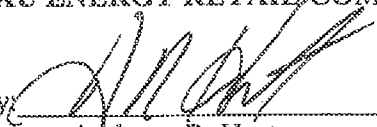
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.


TEXAS COMPETITIVE ELECTRIC HOLDINGS
COMPANY LLC

By: 
Name: Anthony R. Horton
Title: Treasurer

TXU ENERGY RETAIL COMPANY LLC

By: 
Name: Anthony R. Horton
Title: Treasurer

CITIBANK, N.A., as Collateral Agent

By: 
Name: Thomas W. Ne
Title: Vice President

Copyrights

UNITED STATES COPYRIGHTS:

Registrations:

<u>OWNER</u>	<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
None	None	None

Applications:

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>APPLICATION NUMBER</u>
None	None	None

Patents

UNITED STATES PATENTS:

Registrations:

<u>OWNER</u>	<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
None	None	None

Applications:

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>APPLICATION NUMBER</u>
None	None	None

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER
None	None	None

Applications:

OWNER	TRADEMARK	APPLICATION NUMBER
TXU Energy Retail Company LLC	ALL MORNING OR ALL NIGHT. ALL YEAR LONG.	86/035,555
TXU Energy Retail Company LLC	ALL NIGHT. EVERY NIGHT. ALL YEAR LONG.	86/035,376
TXU Energy Retail Company LLC	ALL SATURDAY. ALL SUNDAY. ALL YEAR LONG.	86/035,413
TXU Energy Retail Company LLC	ALL WEEKEND. ALL YEAR LONG.	86/035,440
TXU Energy Retail Company LLC	RIGHT TIME DISCOUNT	86/035,479
TXU Energy Retail Company LLC	RIGHT TIME SAVINGS	86/035,518
TXU Energy Retail Company LLC	TXU ENERGY FREE NIGHTS	86/035,310
TXU Energy Retail Company LLC	TXU ENERGY FREE WEEKENDS	86/035,359

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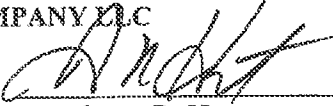
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[Signature Pages Follow]

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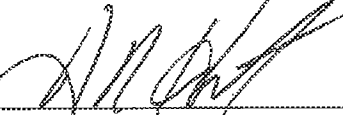
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COMPANY LLC

W

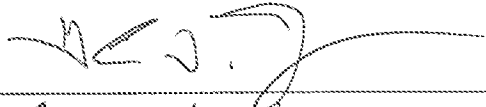
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Title: Treasurer

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W

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Name: Anthony R. Horton
Title: Treasurer

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By: 
Name: Thomas W. Ng
Title: Vice President

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