

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGY FUTURE HOLDINGS CORP.		10/03/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	LUMINANT ENERGY COMPANY LLC		
Street Address:	1601 Bryan Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3473147	LUMINANT ENERGY	
CORRESPONDENCE DATA			
Fax Number:	8049167270		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804.916.7160		
Email:	trademarksri@leclairryan.com		
Correspondent Name:	Edward T. White, LeClairRyan		
Address Line 1:	919 East Main Street		
Address Line 2:	Twenty-Fourth Floor		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	EDWARD T. WHITE		
SIGNATURE:	/Edward T. White/		
DATE SIGNED:	10/03/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made as of this 3rd day of October, 2016, between Energy Future Holdings Corp., a Texas corporation having its principal office at 1601 Bryan Street, Dallas, Texas 75201 (“Assignor”) and Luminant Energy Company LLC, a Texas limited liability company, having its principal office at 1601 Bryan Street, Dallas, Texas 75201 (“Assignee”) (together, the “Parties”).

WHEREAS, the Parties have agreed that Assignor shall convey, transfer, and assign to Assignee the trademark LUMINANT ENERGY, the subject of U.S. Registration No. 3473147 reciting “*Energy brokerage services; brokerage of energy, namely, gas and electricity; commodity trading for others, namely, trading power, electricity, natural gas and other environmental products*” in Class 36 (the “Mark”);

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee (and Assignee hereby accepts): (a) any and all of Assignor’s right, title, and interest in and to the Mark, together with the business to which the Mark pertains, and all goodwill of the business symbolized by the Mark, and all applications, registrations and renewals in connection therewith; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; (c) the right to fully and entirely stand in the place of such Assignor in all matters related thereto; and (d) any and all rights to sue, bring actions, defend against or otherwise recover damages or other compensation for past, present, and future infringements, dilutions, misappropriations, or other violations of the Mark, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations.

2. Miscellaneous.

(a) In furtherance of the Agreement, Assignor acknowledges that, from this date forward, Assignee has succeeded to any and all of Assignor’s right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this

Agreement and to perfect, protect, secure or more fully evidence Assignee's and its successors or assignees' respective right, title and interest in, to and under the Mark, or to enable Assignee and/or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby, and executing any other forms of assignment reasonably requested by Assignee to record evidence of the transfer of the Mark in any jurisdiction anywhere throughout the world.

(c) Assignor hereby acknowledges and agrees that, from and after the date hereof, Assignee shall be the exclusive owner of the Mark. Assignor acknowledges that all rights accruing from Assignor's use of the Mark prior to its assignment to Assignee pursuant to Section 1 hereof, and any goodwill resulting from such uses, shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in value attached or which may become attached to the Mark after the date hereof. Without limiting the foregoing, Assignor shall not, directly or indirectly, use or register the Mark or take any action that would constitute an infringement of the Mark. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (i) Assignee's rights, title and interest in and to the Mark, (ii) Assignee's and its affiliates' rights to use and control the Mark, or (iii) the validity of the Mark.

(d) Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, solely to (i) execute any further documents or instruments to effect the conveyance to Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby and (ii) to enable such right, title and interest to be recorded in the United States and all foreign countries. This power of attorney will be deemed coupled with an interest and will be irrevocable.

(e) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies or facsimile transmissions of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures. This Agreement shall be construed under the laws of the State of Delaware.

ASSIGNOR:

ENERGY FUTURE HOLDINGS CORP.

By: Jeffrey J. Walker
Name: Jeffrey J. Walker
Title: Vice President & Secretary

ASSIGNEE:

LUMINANT ENERGY COMPANY LLC

By: Stephanie Zapata Moore
Name: Stephanie Zapata Moore
Title: Vice President & Chief Legal Officer

[Trademark Assignment Agreement]