

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEX Operations Company, LLC		10/03/2016	Limited Liability Company: DELAWARE
4Change Energy Company LLC		10/03/2016	Limited Liability Company: DELAWARE
Luminant Energy Company LLC		10/03/2016	Limited Liability Company: DELAWARE
TXU Energy Retail Company LLC		10/03/2016	Limited Liability Company: DELAWARE
Texas Utilities Electric Company, Inc.		10/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	2711 Centerville Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4501427	ALL MORNING OR ALL NIGHT. ALL YEAR LONG.	
Registration Number:	4501418	ALL NIGHT. EVERY NIGHT. ALL YEAR LONG.	
Registration Number:	4517489	ALL SATURDAY. ALL SUNDAY. ALL YEAR LONG.	
Registration Number:	4050144	BRIGHTEN	
Registration Number:	4520861	RIGHT TIME SAVINGS	
Registration Number:	4347069	THE RIGHT THINGS. RIGHT NOW	
Registration Number:	4884845	TXU ENERGY	
Registration Number:	4347068	TXU ENERGY	
Registration Number:	4234409	TXU ENERGY	
Registration Number:	4242395	TXU ENERGY	
Registration Number:	4520856	TXU ENERGY FREE WEEKENDS	
Registration Number:	4520855	TXU ENERGY FREE NIGHTS	

CH \$440.00 4501427

Property Type	Number	Word Mark
Registration Number:	4420692	4CHANGE ENERGY
Registration Number:	3473147	LUMINANT ENERGY
Serial Number:	86035440	ALL WEEKEND. ALL YEAR LONG.
Serial Number:	86035479	RIGHT TIME DISCOUNT
Serial Number:	86619449	TXU ENERGY

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14356-115-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/03/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, each of the grantors signatory hereto (each a "Grantor" and collectively, the "Grantors") has applied for registered trademarks and has been granted registered trademarks in the United States Patent and Trademark Office, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Trademarks and Trademark Applications (the "Trademark Collateral");

WHEREAS, the Grantors have contemporaneously with the execution of this Trademark Security Agreement entered into the Collateral Trust Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Collateral Trust Agreement"), by and among TEX Operations Company, LLC a Delaware limited liability company (the "Company"), Delaware Trust Company, as the collateral trustee (in such capacity, the "Collateral Trustee") and the other parties thereto;

WHEREAS, pursuant to the Collateral Trust Agreement and contemporaneously with the execution of this Trademark Security Agreement, the Grantors have entered into the Amended and Restated Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Security Agreement"), by and among the Collateral Trustee, as Collateral Representative (as defined therein), the Grantors and the other parties thereto, pursuant to which the Grantors have granted certain security interests in favor of the Collateral Representative for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed with the Collateral Representative and the Secured Parties to execute this Trademark Security Agreement;

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

Section 1. Grant of Security Interest in Trademark Collateral. The Grantors hereby grant to the Collateral Representative for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in (i) all of the right, title and interest in, to and under the Trademark Collateral, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Trademark Collateral and (iii) all rights to sue at law or in equity for any infringement or other impairment of any of the Trademark Collateral, as collateral security for the payment in full when due of the Priority Lien Obligations (as defined in the Collateral Trust Agreement).

Section 2. Governing Law. This Trademark Security Agreement 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 3. Waiver of Jury Trial. Each Grantor hereto irrevocably and unconditionally waives (to the extent permitted by applicable law) trial by jury in any legal action or proceeding relating to this Trademark Security Agreement and for any counterclaim therein.

Section 4. Submission to Jurisdiction; Waivers. Each Grantor hereto hereby irrevocably and unconditionally:

- a. submits for itself and its property in any legal action or proceeding relating to this Trademark Security Agreement to which it is a party, or for recognition and enforcement of any

judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives (to the extent permitted by applicable law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by delivering or by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address referred to in Section 8.2 of the Security Agreement or at such other address of which the Collateral Representative shall have been notified pursuant thereto;

d. agrees that nothing herein shall affect the right of any Secured Party to effect service of process in any other manner permitted by law or shall limit the right of any Secured Party to sue in any other jurisdiction;

e. subject to the penultimate paragraph of Section 13.5 of the Credit Agreement, waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 4 any special, exemplary, punitive or consequential damages; and

f. agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law (as defined in the Credit Agreement).

Section 5. Security Agreement. Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Date: October 3, 2016

GRANTORS

4CHANGE ENERGY COMPANY LLC
LUMINANT ENERGY COMPANY LLC
TXU ENERGY RETAIL COMPANY LLC
TEXAS UTILITIES ELECTRIC COMPANY, INC.





By: 
Name: David D. Faranetta
Title: Senior Vice President and Treasurer

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 005889 FRAME: 0923

SCHEDULE OF
TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATIONS:

<u>Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
TXU Energy Retail Company LLC	U.S. 4,501,427	ALL MORNING OR ALL NIGHT. ALL YEAR LONG.
TXU Energy Retail Company LLC	U.S. 4,501,418	ALL NIGHT. EVERY NIGHT. ALL YEAR LONG.
TXU Energy Retail Company LLC	U.S. 4,517,489	ALL SATURDAY. ALL SUNDAY. ALL YEAR LONG.
TXU Energy Retail Company LLC	U.S. 4,050,144	BRIGHTEN
TXU Energy Retail Company LLC	TX 5605717	ENERGY AID
TXU Energy Retail Company LLC	U.S. 4,520,861	RIGHT TIME SAVINGS
TXU Energy Retail Company LLC	U.S. 4,347,069	THE RIGHT THINGS. RIGHT NOW
TXU Energy Retail Company LLC	U.S. 4,884,845	TXU ENERGY
TXU Energy Retail Company LLC	U.S. 4,347,068	TXU ENERGY and Design 
TXU Energy Retail Company LLC	U.S. 4,234,409	TXU ENERGY and Design 
TXU Energy Retail Company LLC	U.S. 4,242,395	TXU ENERGY and Design 
TXU Energy Retail Company LLC	U.S. 4,520,856	TXU ENERGY FREE WEEKENDS
TXU Energy Retail Company LLC	U.S. 4,520,855	TXU ENERGY FREE NIGHTS
4Change Energy Company LLC	U.S. 4,420,693	4CHANGE ENERGY & Design 
4Change Energy Company LLC	U.S. 4,420,692	4CHANGE ENERGY
Luminant Energy Company LLC	U.S. 3,473,147	LUMINANT ENERGY
Texas Utilities Electric Company, Inc.	TX 57385	BABY S.A.F.E.
Texas Utilities Electric Company, Inc.	TX 37005	DP & L
Texas Utilities Electric Company, Inc.	TX 57386	SAFETY AWARENESS FOR EVERYONE
Texas Utilities Electric Company, Inc.	TX 56017	TU ELECTRIC http://www.tu.com & DESIGN
Texas Utilities Electric Company, Inc.	TX 56016	TU ELECTRIC DP&L ES TP&I & DESIGN

APPLICATIONS:

<u>Owner</u>	<u>Application Number</u>	<u>Trademark</u>
TXU Energy Retail Company LLC	86/035,440	ALL WEEKEND. ALL YEAR LONG.
TXU Energy Retail Company LLC	86/035,479	RIGHT TIME DISCOUNT
TXU Energy Retail Company LLC	86/619,449	TXU ENERGY