

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNEGY, INC.		10/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87021992	DYNEGY	
Serial Number:	87021987	DYNEGY	
Serial Number:	87021976		
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	90332.00003		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	10/28/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of October 28, 2016, 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;

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of April 23, 2013 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");

WHEREAS, the Grantor is party to that certain Trademark Security Agreement dated as of April 23, 2013 in favor of Collateral Trustee and recorded with the Recordation Branch of the United States Patent and Trademark Office on May 2, 2013 at Reel: 5020/Frame: 0041; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement Supplement for recording with the United States Patent and Trademark Office;

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 Additional 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 "Additional Trademark Collateral");

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I 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 Supplement 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 Additional 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.

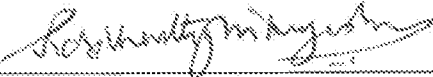
Section 5. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.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

Section 6. Governing Law. This Trademark Security Agreement Supplement 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 Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DYNEGY INC.,
as Grantor

By: 

Name: Siddharth Manjeshwar

Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Trustee

By: 


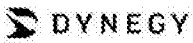

Name: **William O'Daly**
Title: **Authorized Signatory**

By: 

Name: **Karim Rahimtoola**
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>
	5/2/2016	Dynegy Inc.	87021992
	5/2/2016	Dynegy Inc.	87021987
	5/2/2016	Dynegy Inc.	87021976