

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee		06/28/2018	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Dynegy Inc.		
Street Address:	601 Travis Street, Suite 1400		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2391986	DYNEGY	
Registration Number:	2383862	DYNEGY	
Registration Number:	2471909	DYNEGY	
Registration Number:	2431818		
Registration Number:	2431806		
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	06/28/2018		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) dated as of June 28, 2018, by Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee (in such capacity, the “Collateral Trustee”) in favor of Vistra Energy Corp. (“Vistra”), a Delaware corporation (as successor in interest to Dynegy, Inc.).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 23, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all schedules thereto, the “Security Agreement”), Dynegy Inc. (the “Grantor”), has granted to the Collateral Trustee a Security Interest in all of its right, title, and interest in the Trademark Collateral, including the trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded in the Assignment Recordation Branch of the United States Patent and Trademark Office at Reel: 5020; Frame: 0041;

WHEREAS, the Collateral Trustee terminated and released the entirety of its Security Interest in all collateral, including the Trademark Collateral, pursuant to that certain Dynegy Payoff Letter (“Payoff Letter”), dated June 14, 2018; and

WHEREAS, the Collateral Trustee now desires to confirm its termination and release of the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Collateral Trustee, for itself and on behalf of the lenders in association with the security interests, hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Confirmation of Release. The Collateral Trustee, without any recourse, representation, warranty (express or implied) or undertaking, hereby states as follows:

(a) The Payoff Letter terminated, released and discharged any and all of its Security Interest in the Trademark Collateral granted pursuant to the Security Agreement including without limitation, the trademarks set forth on Schedule 1 hereto, effective as of June 14, 2018;

(b) any right, title or interest in and to the Trademark Collateral granted pursuant to the Security Agreement thereby ceased and became void;

(c) with the Payoff Letter, the Collateral Trustee waived and relinquished all of its rights, powers, privileges and remedies with respect to the Grantor, Vistra and their successors and assigns in association with such Security Interest;

(d) the Payoff Letter released the Grantor and their successors and assigns from all covenants, obligations, liabilities and warranties in association with such Security Interest; and

(e) notwithstanding the foregoing, to the extent it is deemed that the Payoff Letter did not effect such termination, release and discharge, with this document the Collateral Trustee

hereby terminates, releases and discharges any and all of its Security Interest in the Trademark Collateral.

(f) the Collateral authorizes this Release to be recorded with the United States Patent and Trademark Office.

3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Trustee

By: _____

Name:


Title:


MIKHAIL FAYBUSOVICH
AUTHORIZED SIGNATORY

By: _____

Name:

Title:




Andrew Griffin
Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006366 FRAME: 0979

SCHEDULE 1

Trademark Registrations

<u>Trademark</u>	<u>Filing Date/Issued Date</u>	<u>Registrant</u>	<u>Application/ Registration No</u>
DYNEGY	10/3/2000	Dynegy Inc.	2391986
DYNEGY	9/5/2000	Dynegy Inc.	2383862
DYNEGY	7/24/2001	Dynegy Inc.	2471909
Design only 	2/27/2001	Dynegy Inc.	2431818
Design only 	2/27/2001	Dynegy Inc.	2431806