

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TXU ENERGY RETAIL COMPANY LLC		06/11/2019	Limited Liability Company: TEXAS
ILLINOIS POWER RESOURCES, LLC		06/11/2019	Limited Liability Company: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	5642752	A NEW LEASE ON ELECTRICITY	
Registration Number:	4318548	HOMEFIELD ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	6463667120		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Daniel Gold		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1111002-0244-N997		
NAME OF SUBMITTER:	Daniel Gold		
SIGNATURE:	/Daniel Gold/		
DATE SIGNED:	06/11/2019		
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 listed in the attached Schedule of Trademarks and Trademark Applications (the “Trademark Collateral”);

WHEREAS, pursuant to (i) the Collateral Trust Agreement, dated as of October 3, 2016 (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 Vistra Operations Company LLC (f/k/a 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 and (ii) the Amended and Restated Security Agreement, dated as of October 3, 2016 (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, each Grantor has 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

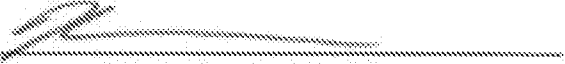
f. agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law (as defined in the Credit Agreement).

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: June 11, 2019

GRANTORS

TXU ENERGY RETAIL COMPANY LLC
ILLINOIS POWER RESOURCES, LLC

By: 
Name: Kristopher E. Moldovan
Title: Senior Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006667 FRAME: 0304

SCHEDULE OF
TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATIONS:

<u>Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
TXU Energy Retail Company LLC	5642752; 01/01/2019	A NEW LEASE ON ELECTRICITY
Illinois Power Resources, LLC	4318548	HOMEFIELD ENERGY

APPLICATIONS:

None.