

6/19/09

TRADEMARK ASSIGNMENT

06-22-2009

Electronic Version v1.1
 Stylesheet Version v1.1



103564539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer of Security Interest Recorded at Reel/Frame 2628/0185 by Bank of America through Assignment to Wachovia as recorded at Reel/Frame 2678/0476.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A. (AS ADMINISTRATIVE AGENT AND AS COLLATERAL AGENT FOR THE LENDERS)		07/01/2003	National Banking Association:

RECEIVING PARTY DATA

Name:	Wachovia Bank National Association
Street Address:	5847 San Felipe
Internal Address:	Suite 7050
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	National Banking Association: CITIZENSHIP: USA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	75623308	RELIANT ENERGY
Serial Number:	75623309	RELIANT ENERGY
Serial Number:	75623509	RELIANT ENERGY
Serial Number:	75623512	RELIANT ENERGY
Serial Number:	75623514	RELIANT ENERGY
Serial Number:	75940944	POWER CARD

Serial Number:	75981391	RELIANT STADIUM
Serial Number:	75981963	RELIANT CENTER
Serial Number:	76195443	RELIANT STADIUM
Serial Number:	76195445	RELIANT STADIUM
Serial Number:	76195448	RELIANT STADIUM
Serial Number:	76195450	RELIANT ARENA
Serial Number:	76195451	RELIANT ARENA
Serial Number:	76195453	RELIANT ARENA
Serial Number:	76195465	RELIANT PARK
Serial Number:	76195468	RELIANT PARK
Serial Number:	76195470	RELIANT PARK
Serial Number:	76195471	RELIANT PARK
Serial Number:	76195473	RELIANT PARK
Serial Number:	76195558	RELIANT STADIUM
Serial Number:	76195562	RELIANT CENTER
Serial Number:	76195564	RELIANT CENTER
Serial Number:	76263577	ENERGY COMMANDER
Serial Number:	76263578	ENERGY COMMANDER
Serial Number:	78086753	TEXAS STAR ENERGY COMPANY
Serial Number:	78156502	YOUR HOUSTON BUSINESS

CORRESPONDENCE DATA

Fax Number: (713)222-3291
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-3306
 Email: constance.rhebergen@bglip.com
 Correspondent Name: Constance Gall Rhebergen
 Address Line 1: 711 Louisiana Street
 Address Line 2: Suite 2300
 Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 070103.000113

NAME OF SUBMITTER: Constance Gall Rhebergen

Signature:

/Constance Gall Rhebergen/

Date:

05/18/2009

Total Attachments: 19

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RECEIPT INFORMATION

ETAS ID: TM143504
Receipt Date: 05/18/2009
Fee Amount: \$665

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 1, 2003 (this "Agreement"), is entered into between BANK OF AMERICA, N.A., as Collateral Agent for the benefit of the Secured Parties defined in the Existing Security Agreement (as defined below) (in such capacity, the "Collateral Agent"), and WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Trustee for the ratable benefit of the Secured Parties defined in the Collateral Trust Agreement (as defined below) (in such capacity, the "Collateral Trustee").

WITNESSETH:

WHEREAS, Reliant Resources, Inc. ("RRI"), the other Credit Parties referred to in the Credit Agreement (as defined below) (each, together with RRI, a "Grantor" and collectively, the "Grantors"), the financial institutions party to the Credit Agreement (the "Lenders"), Bank of America, N.A., as Administrative Agent (the "Administrative Agent"), Collateral Agent and as an Issuing Bank, Citibank, N.A., as Tranche A Collateral Agent (the "Tranche A Collateral Agent"), and the other Agents referred to therein, have entered into that certain Amended and Restated Credit and Guaranty Agreement, dated as of March 28, 2003 (as the same may be amended, amended and restated, modified or supplemented or replaced from time to time, the "Credit Agreement");

WHEREAS, RRI and the other Grantors have secured all of the Obligations (as defined in the Credit Agreement) pursuant to (i) that certain Security Agreement, dated as of March 28, 2003, among RRI, the other Grantors and the Collateral Agent (the "Existing Security Agreement") and recorded by the Federal Aviation Administration on May 8, 2003, as Conveyance No. GG029885, (ii) the other security documents listed on Schedule I attached hereto and (iii) any other security agreement, pledge agreement, mortgage, deed of trust, assignment agreement and other similar instrument executed in connection with the execution of the Credit Agreement in favor of the Collateral Agent and the Administrative Agent (collectively, together with the Existing Security Agreement, the "Existing Security Documents");

[REDACTED]

WHEREAS, pursuant to the Senior Secured Note Indentures, the Grantors (other than the Orion Bank Guarantors) will guarantee payment of the Senior Secured Notes and all other Senior Secured Note Obligations (the "Senior Secured Note Guarantees");

NYA 612594

WHEREAS, the Senior Secured Note Indentures contemplate that, when issued, the Senior Secured Notes, the Senior Secured Note Guarantees and all other Senior Secured Note Obligations, together with the other Parity Secured Obligations (as defined in the Collateral Trust Agreement), will be secured, Equally and Ratably (as defined in the Collateral Trust Agreement), by Liens upon all property that is subject (or when acquired will become subject) to the Liens granted by the Existing Security Documents, except for property constituting the Excluded Property (as defined in the Collateral Trust Agreement);

WHEREAS, in order to cause such Liens encumbering the Shared Collateral (as defined in the Collateral Trust Agreement) and created under the Existing Security Documents to secure Equally and Ratably, the Senior Secured Note Obligations and all other Parity Secured Obligations, RRI and the other Grantors have entered into a collateral trust arrangement pursuant to the Collateral Trust Agreement, dated as of July 1, 2003 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time the "Collateral Trust Agreement"), among RRI, the other Grantors party thereto, and the Collateral Trustee, and in connection therewith, as of the date hereof, the Collateral Trustee is entering into amendments and restatements of certain Existing Security Documents, including the Existing Security Agreement, in order to confirm that the Liens granted by the Existing Security Documents and encumbering the Shared Collateral secure the payment and performance of the Senior Secured Notes, the Senior Secured Note Guarantees and all other Senior Secured Note Obligations Equally and Ratably with the Credit Agreement General Facilities Obligations and the other Parity Secured Obligations;

WHEREAS, in connection with the foregoing, the Collateral Agent has agreed to assign and transfer the Assigned Interest (as defined below) to the Collateral Trustee, and the Collateral Trustee has agreed to assume the rights and obligations of the Collateral Agent thereunder and in connection therewith; and

WHEREAS, the Liens encumbering the Mortgaged Real Property Assets are simultaneously being assigned to the Collateral Trustee pursuant to separate assignment and assumption documents and other instruments in connection thereto to be filed in the appropriate real estate recording offices to reflect such assignments.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions.

1.01. Definition of Terms Used Herein Generally. Unless otherwise defined herein, all defined terms that are defined in the Collateral Trust Agreement shall have the same meanings when used herein.

1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Assigned Interest" shall mean:

- (1) all Liens encumbering all of the Collateral (other than Collateral constituting the Retained Interest) and created under the Existing Security Documents and, upon expiration of the Designated Period (as defined in the Credit Agreement), the Liens presently held by the Tranche A Collateral Agent that, pursuant to the Citibank Intercreditor Agreement (as

defined in the Credit Agreement), will automatically become enforceable solely by the Collateral Agent (the "Assigned Collateral");

- (2) all of the Collateral Agent's right, title and interest in, to and under all the Existing Security Documents and, upon expiration of the Designated Period, each of the Original SL Mortgages, the Restructured SL Mortgages and the other Restructured Synthetic Lease Documents (other than the Master Consent, Assignment and Termination Agreement described in item no. 1 of Schedule 1G to the Credit Agreement) (as such terms are defined in the Credit Agreement), with respect to the Assigned Collateral, including, the right to have any and all claims, interests, rights, powers and remedies of the Collateral Agent granted to it by any of the Grantors thereunder or in respect thereof; and
- (3) all cash and non-cash proceeds of all of the foregoing;

provided, however, that the Assigned Interest shall not in any event include the Retained Interest or any part thereof.

"Collateral" shall have the meaning assigned to such term in the Existing Security Agreement.

"Letter of Credit Collateral Account" shall mean [REDACTED] (or any other or successor account thereto which is under the sole dominion and control of the Collateral Agent) established under the Credit Agreement at Bank of America, N.A. in the name of the Collateral Agent, into which Dollars (as defined in the Credit Agreement) may be deposited from time to time pursuant to, and in accordance with, the Credit Agreement to secure letter of credit exposure under the Credit Agreement.

"Prepayment Collateral Account" shall mean [REDACTED] (or any other or successor account thereto which is under the sole dominion and control of the Collateral Agent) established under the Credit Agreement with Banc of America Securities LLC in the name of the Collateral Agent, into which (a) any Borrower under the Credit Agreement may from time to time deposit Dollars pursuant to, and in accordance with, Section 2.11(o) of the Credit Agreement and (b) 100% of the Net Cash Proceeds (as defined in the Credit Agreement) received by RRI or any of its Subsidiaries from the issuance of the initial series of Secured Notes (as defined in the Credit Agreement) shall be irrevocably deposited.

"Retained Interest" shall mean:

- (1) all of the Collateral Agent's Liens encumbering the Prepayment Collateral Account, the Letter of Credit Collateral Account and all Separate Cash Deposits in such accounts, together with all rights to receive Separate Cash Deposits and contract rights, payment intangibles and other general intangibles related to the Prepayment Collateral Account, the Letter of Credit Collateral Account and the Separate Cash Deposits (the "Retained Collateral");
- (2) all of the Collateral Agent's right, title and interest in, to and under all the Existing Security Documents with respect to the Retained Collateral, including, any and all claims, interests, rights, powers and remedies of the Collateral Agent granted to it by any of the Grantors thereunder or in respect thereof; and
- (3) all proceeds and products of all of the foregoing.

“Separate Cash Deposits” shall mean (a) net cash proceeds of the issuance of the Senior Secured Notes and any other Series of Secured Debt transferred directly to the Collateral Agent and deposited to, and other prepayments deposited to, the Prepayment Collateral Account pending application to the prepayment of the Credit Agreement Debt, and (b) cash collateral deposits with the Collateral Agent in the Letter of Credit Collateral Account required by the Credit Agreement to secure letter of credit exposure after default or to provide for mandatory prepayments after outstanding loans are repaid.

SECTION 2. Assignment and Assumption. The Collateral Agent hereby irrevocably assigns, transfers, conveys and sets over to the Collateral Trustee, for the benefit of the holders of the Secured Obligations, and the Collateral Trustee hereby irrevocably assumes from the Collateral Agent, without recourse, representation or warranty (other than as expressly provided herein), the Assigned Interest.

SECTION 3. Retention of Retained Interest by Collateral Agent. The Collateral Agent is retaining, and is not assigning, the Retained Interest. The Collateral Trustee hereby acknowledges and agrees that it has not been assigned, and does not have or claim, any interest in the Retained Interest.

SECTION 4. Continuing Security Interest. The Liens, claims, interests, rights, powers and remedies under the Existing Security Documents shall remain in full force and effect until the payment and satisfaction in full of all of the Secured Obligations.

SECTION 5. No Novation. The execution and delivery of this Agreement, and the consummation of the assignment and assumption effected hereby, are not intended to, and shall not, effectuate a novation of the Existing Security Documents, but rather a substitution of one representative for another.

SECTION 6. Representations and Warranties. The Collateral Agent represents and warrants to the Collateral Trustee that (i) the Collateral Agent has not previously assigned or transferred the Assigned Interest and (ii) the Collateral Agent has good right and lawful authority to assign the Assigned Interest in the manner hereby contemplated.

SECTION 7. Miscellaneous.

7.01. No Waiver. No failure on the part of either party hereto or any of their respective agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party or any of their respective agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7.02. Notices. Each notice, request or other communication given to any party hereunder shall be in writing (which term includes facsimile) and shall be effective (a) when delivered to such party at its address specified below, (b) when sent to such party by facsimile, addressed to it at its facsimile number specified below, or (c) five (5) days after being sent to such party by certified or registered United States mail, addressed to it at its address specified below, with first class or airmail postage prepaid:

Collateral Agent: Bank of America, N.A.
901 Main Street, 66th floor
Mail Code: TX1-492-66-01
Dallas, TX 75202
Attention: Jay T. Wampler
Facsimile No.: (214) 209-3533

with a copy to:
Bank of America, N.A.
901 Main St, 14th floor
Mail code: TX1-492-14-11
Dallas, TX 75202
Attention: Lyudmila Ryabkova
Facsimile No.: (214) 290-9408

Collateral Trustee: Wachovia Bank, National Association
5847 San Felipe, Suite 1050
Houston, Texas 77057
Attention: Corporate Trust Department
Facsimile No.: (713) 278-4329

Any party may change its address and facsimile number for purposes of this Section by giving notice of such change to the other parties in the manner specified above.

7.03. Waivers, Amendments, Etc. No provision of this Agreement may be amended, changed, waived, discharged or terminated unless the same shall be in writing and signed by the parties hereto.

7.04. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

7.05. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

7.06. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7.07. GOVERNING LAW. THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL

RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION).

7.08. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.09. Jurisdiction. The parties irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York for any action, suit or proceeding arising out of or based upon this Agreement or any matter relating to it and waive any objection that they may have to the laying of venue in any such court or that such court is an inconvenient forum or does not have personal jurisdiction over them. The parties irrevocably agree that, should any party institute any legal action or proceeding in any jurisdiction (whether for an injunction, specific performance, damages or otherwise) in relation to this Agreement, no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from such action or proceeding shall be claimed by it or on its behalf, any such immunity being hereby irrevocably waived, and each party irrevocably agrees that it and its assets are, and shall be, subject to such legal action or proceeding in respect of its obligations under this Agreement.

7.10. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

7.11. Further Assurances. Each party agrees to (i) execute and deliver, or to cause to be executed and delivered, all such other and further agreements, documents and instruments and (ii) take or cause to be taken all such actions as may be necessary or as the other party may reasonably request to maintain a perfected security interest or effectuate the intent and purposes, and to carry out the terms, of this Agreement.

7.12. Headings. Section and paragraph headings in this Agreement are included herein for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions of this Agreement.

7.13. Entire Agreement. This Agreement embodies the entire agreement between Collateral Agent and Collateral Trustee and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name: E. J. Joost

Title: Managing Director

**WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Trustee**

By: _____

Name: David Massa

Title: Vice President

Assignment and Assumption Agreement

TRADEMARK
REEL: 004009 FRAME: 0331

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name: E. J. Joost
Title: Managing Director

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Trustee

By:  _____

Name: David Massa
Title: Vice President

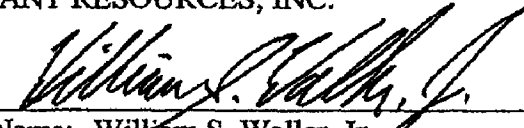
Assignment and Assumption Agreement

Each of the undersigned hereby (a) consents to, and agrees to honor, the provisions of the foregoing Agreement; (b) acknowledges that the Collateral Agent is assigning the Assigned Interest to the Collateral Trustee and retaining the Retained Interest, (c) agrees to perform its obligations pursuant to the Existing Security Documents as therein provided for the benefit of the Collateral Trustee with respect to the Assigned Interest and for the benefit of the Collateral Agent with respect to the Retained Interest, (d) acknowledges and agrees that the execution and delivery of the foregoing Agreement, and the consummation of the assignment and assumption effected thereby, are not intended to, and shall not, effectuate a novation of the Existing Security Documents, but rather a substitution of one representative for another and (e) agrees that all of the representations, covenants and agreements made by such party in the Existing Security Documents are also for the benefit of the Collateral Trustee.

BORROWER:

RELIANT RESOURCES, INC.

By: _____


Name: William S. Waller, Jr.

Title: Vice President and Treasurer

Assignment and Assumption Agreement

TRADEMARK
REEL: 004009 FRAME: 0333

OTHER GRANTORS:

GUIDESTREET, INC.
INSYNC INTERNET SERVICES, INCORPORATED
OPD GROUP, INC.
OPOS MIDATLANTIC, INC.
ORION POWER ATLANTIC, INC.
ORION POWER DEVELOPMENT COMPANY, INC.
ORION POWER HOLDINGS, INC.
ORION POWER MARKETING AND SUPPLY, INC.
ORION POWER NEW YORK GP II, INC.
ORION POWER OPERATING SERVICES ASTORIA,
INC.
ORION POWER OPERATING SERVICES CARR
STREET, INC.
ORION POWER OPERATING SERVICES
COLDWATER, INC.
ORION POWER OPERATING SERVICES
MIDWEST, INC.
ORION POWER OPERATING SERVICES, INC.
RELIANT ENERGY BROADBAND, INC.
RELIANT ENERGY COMMUNICATIONS, INC.
RELIANT ENERGY COOLWATER, INC.
RELIANT ENERGY DEER PARK, INC.

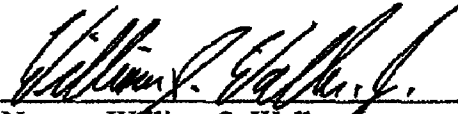
By: 

Name: William S. Waller, Jr.

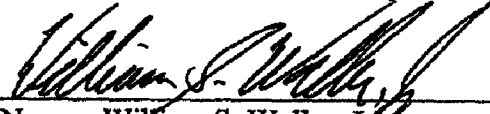
Title: Vice President and Treasurer

for each of the above-named Grantors

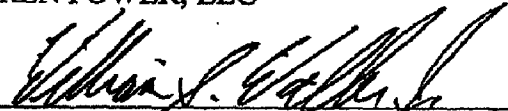
RELIANT ENERGY DEVELOPMENT SERVICES, INC.
RELIANT ENERGY ELLWOOD, INC.
RELIANT ENERGY ETIWANDA, INC.
RELIANT ENERGY EUROPE TRADING & MARKETING, INC.
RELIANT ENERGY MANDALAY, INC.
RELIANT ENERGY MID-ATLANTIC DEVELOPMENT, INC.
RELIANT ENERGY NET VENTURES, INC.
RELIANT ENERGY NORTHEAST GENERATION, INC.
RELIANT ENERGY NORTHEAST HOLDINGS, INC.
RELIANT ENERGY ORMOND BEACH, INC.
RELIANT ENERGY POWER GENERATION, INC.
RELIANT ENERGY POWER OPERATIONS I, INC.
RELIANT ENERGY POWER OPERATIONS II, INC.
RELIANT ENERGY RENEWABLES, INC.
RELIANT ENERGY SABINE (TEXAS), INC.
RELIANT ENERGY SERVICES INTERNATIONAL, INC.
RELIANT ENERGY SERVICES, INC.
RELIANT ENERGY SHELBY DEVELOPMENT CORP.
RELIANT ENERGY SHELBY HOLDING CORP.
RELIANT ENERGY SOLUTIONS CALIFORNIA, INC.
RELIANT ENERGY TRADING EXCHANGE, INC.
RELIANT ENERGY VENTURES, INC.
RELIANT ENERGY WHOLESALE SERVICE COMPANY
RELIANT RESOURCES INTERNATIONAL SERVICES, INC.
RELIANTENERGY.COM, INC.
TEXAS STAR ENERGY COMPANY

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer
for each of the above-named Grantors

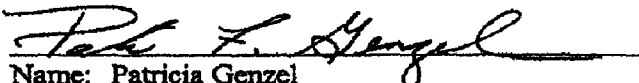
BEAVER RIVER, LLC
EDDYSTONE POWER, LLC
FREE STATE ELECTRIC, LLC
GRANE CREEK, LLC
LIBERTY MEMBER, LLC
LIBERTY MIDATLANTIC, LLC
MIDATLANTIC LIBERTY, LLC
REEVES COUNTY LAND ASSOCIATES, LLC
RELIANT ENERGY ARROW CANYON, LLC
RELIANT ENERGY ATLANTIC, LLC
RELIANT ENERGY AURORA DEVELOPMENT,
LLC
RELIANT ENERGY AURORA HOLDING, LLC
RELIANT ENERGY BIGHORN, LLC
RELIANT ENERGY CALIFORNIA HOLDINGS, LLC
RELIANT ENERGY CHOCTAW COUNTY, LLC
RELIANT ENERGY CONSTRUCTION, LLC
RELIANT ENERGY CORPORATE SERVICES, LLC
RELIANT ENERGY CUSTOMER CARE SERVICES,
LLC
RELIANT ENERGY DESERT BASIN, LLC
RELIANT ENERGY ELECTRIC SOLUTIONS, LLC
RELIANT ENERGY EQUIPMENT COMPANY, LLC
RELIANT ENERGY ERIE WEST, LLC
RELIANT ENERGY FLORIDA HOLDINGS, LLC
RELIANT ENERGY FUNDING, LLC
RELIANT ENERGY GAS STORAGE, LLC
RELIANT ENERGY GILBERT, LLC
RELIANT ENERGY HUNTERSTOWN, LLC
RELIANT ENERGY INDIAN RIVER, LLC
RELIANT ENERGY KEY/CON FUELS, LLC
RELIANT ENERGY NEW SMYRNA BEACH, LLC
RELIANT ENERGY OSCEOLA, LLC
RELIANT ENERGY PARTSCO, LLC
RELIANT ENERGY PORTLAND, LLC

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer
for each of the above-named Grantors

RELIANT ENERGY RENEWABLES ATASCOCITA
GP, LLC
RELIANT ENERGY RENEWABLES BAYTOWN GP,
LLC
RELIANT ENERGY RENEWABLES BLUE BONNET
GP, LLC
RELIANT ENERGY RENEWABLES COASTAL
PLAINS GP, LLC
RELIANT ENERGY RENEWABLES CONROE GP,
LLC
RELIANT ENERGY RENEWABLES FORT WORTH
GP, LLC
RELIANT ENERGY RENEWABLES SECURITY
GP, LLC
RELIANT ENERGY RETAIL HOLDINGS, LLC
RELIANT ENERGY RETAIL SERVICES, LLC
RELIANT ENERGY SERVICES DESERT
BASIN, LLC
RELIANT ENERGY SERVICES MID-STREAM, LLC
RELIANT ENERGY SERVICES NEW MEXICO, LLC
RELIANT ENERGY SEWARD, LLC
RELIANT ENERGY SIGNAL PEAK, LLC
RELIANT ENERGY SOLUTIONS EAST, LLC
RELIANT ENERGY SOLUTIONS HOLDINGS, LLC
RELIANT ENERGY SOLUTIONS WEST, LLC
RELIANT ENERGY SOLUTIONS, LLC
RELIANT ENERGY TITUS, LLC
RELIANT ENERGY WINTER HAVEN, LLC
STAREN POWER, LLC

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer
for each of the above-named Grantors

RELIANT ENERGY CAPTRADES HOLDING CORP.
RELIANT ENERGY SABINE (DELAWARE), INC.
RELIANT ENERGY RENEWABLES HOLDINGS II,
LLC

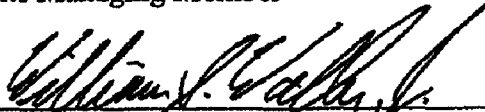
By: 
Name: Patricia Genzel
Title: President for each of the above-named
Grantors

Assignment and Assumption Agreement

TRADEMARK
REEL: 004009 FRAME: 0338

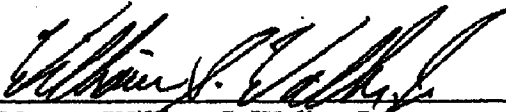
ORION POWER ATLANTIC LLC

By: Orion Power Atlantic, Inc.,
its Managing Member

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer


ORION POWER ATLANTIC, LTD.

By: Orion Power Atlantic LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

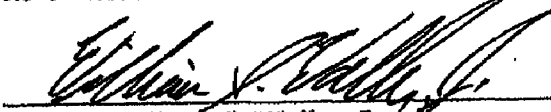
RELIANT ENERGY AURORA I, LP
RELIANT ENERGY AURORA II, LP

By: Reliant Energy Aurora Development, LLC,
each of its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer


RELIANT ENERGY AURORA, LP

By: Reliant Energy Aurora I, LP,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

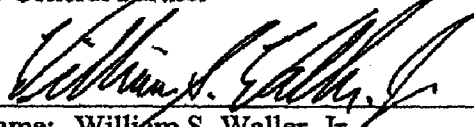
RELIANT ENERGY RENEWABLES
ATASCOCITA, LP

By: Reliant Energy Renewables Atascocita GP, LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

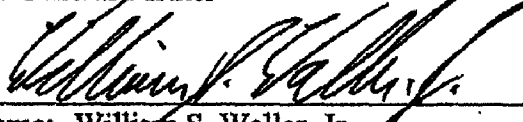
RELIANT ENERGY RENEWABLES BAYTOWN, LP

By: Reliant Energy Renewables Baytown GP, LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

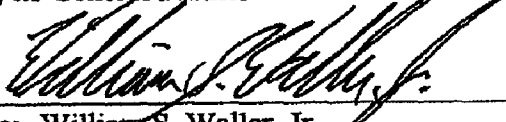
RELIANT ENERGY RENEWABLES BLUE
BONNET, LP

By: Reliant Energy Renewables Blue Bonnet GP, LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

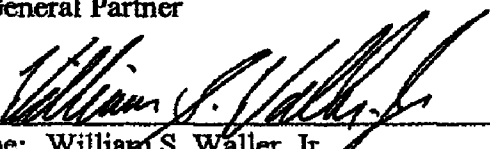
RELIANT ENERGY RENEWABLES COASTAL
PLAINS, LP

By: Reliant Energy Renewables Coastal Plains GP,
LLC, its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

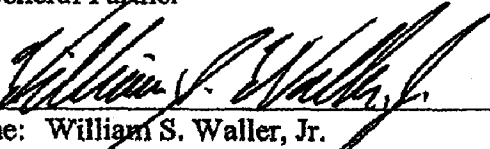
RELIANT ENERGY RENEWABLES CONROE, LP

By: Reliant Energy Renewables Conroe GP, LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

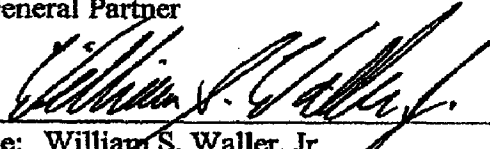
RELIANT ENERGY RENEWABLES FORT WORTH, LP

By: Reliant Energy Renewables Fort Worth GP, LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

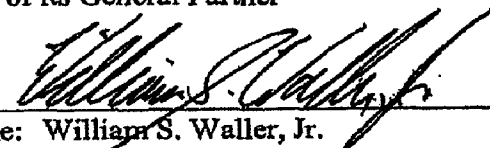
RELIANT ENERGY RENEWABLES SECURITY, LP

By: Reliant Energy Renewables Security GP, LLC,
its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

RELIANT ENERGY SHELBY COUNTY II, LP
RELIANT ENERGY SHELBY COUNTY, LP

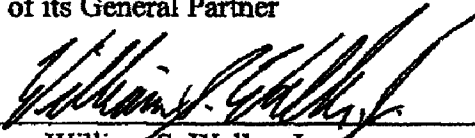
By: Reliant Energy Shelby I, LP,
each of its General Partner

By: 
Name: William S. Waller, Jr.
Title: Vice President and Treasurer

RELIANT ENERGY SHELBY I, LP
RELIANT ENERGY SHELBY II, LP

By: Reliant Energy Shelby Development Corp.,
each of its General Partner

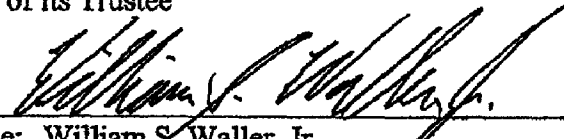
By: _____


Name: William S. Waller, Jr.
Title: Vice President and Treasurer

CHOCTAW COUNTY TRUST
HUNTERSTOWN TRUST
SEWARD TRUST

By: Reliant Energy Funding, LLC,
each of its Trustee

By: _____


Name: William S. Waller, Jr.
Title: Vice President and Treasurer

Assignment and Assumption Agreement

TRADEMARK
REEL: 004009 FRAME: 0342

Schedule I
to Assignment and Assumption Agreement

1. Security Agreement, dated as of March 28, 2003, by and among RRI, the other Credit Parties signatory thereto and Bank of America, N.A., as Collateral Agent.

2. Trademark Security Agreement Supplement, dated as of March 28, 2003, by and among RRI, the other Credit Parties signatory thereto and Bank of America, N.A., as Collateral Agent. (Remainder Redacted)