

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AMEREN CORPORATION		11/21/2013	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
Name:	NEW AMEREN ENERGY RESOURCES, LLC		
Street Address:	One Ameren Plaza, 1901 Chouteau Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85546145	HOMEFIELD ENERGY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3143457600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-345-7000		
Email:	kbastunas@senniger.com		
Correspondent Name:	Senniger Powers LLP- Paul Fleischut		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	UEC 7600		
NAME OF SUBMITTER:	Paul I. J. Fleischut		
Signature:	/paul fleischut/		
Date:	11/26/2013		
Total Attachments: 3 source=02210827#page1.tif source=02210827#page2.tif source=02210827#page3.tif			

OP \$40.00 85546145

## TRANSFER OF TRADEMARK AGREEMENT

THIS TRANSFER OF TRADEMARK AGREEMENT (this "Agreement"), dated as of November 21, 2013, is by and between Ameren Corporation, a Missouri corporation (the "Transferor"), and New Ameren Energy Resources, LLC, a Delaware limited liability company (the "Transferee").

WHEREAS, the Transferor is the owner of the trademark HOMEFIELD ENERGY and the record owner of U.S. Trademark Registration No. 85546145 (the "Trademark");

WHEREAS, the Transferor and Illinois Power Holdings, LLC, a Delaware limited liability company ("IPH"), have entered into a certain Transaction Agreement, dated as of March 14, 2013 (the "Transaction Agreement"); and

WHEREAS, pursuant to Section 5.13(b) of the Transaction Agreement, the Transferor is required to transfer prior to the Closing (as defined in the Transaction Agreement) all right, title and interest to the Trademark to the Transferee.

NOW, THEREFORE, in furtherance of the purposes of the Transaction Agreement, and in consideration of good and valuable consideration provided by Transferee to Transferor, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, the Transferor hereby transfers, and conveys, to the Transferee, and its successors, effective immediately prior to the Closing, on an "as-is, where-is" basis, subject to the representations and warranties contained in Article III of the Transaction Agreement, the Transferor's right, title and interest in and to the Trademark and the trademark registration therefor, together with all the goodwill of the business symbolized by the Trademark in the United States, and together with the right to sue and collect damages and/or profits for past, present and future infringements of the Trademark, the intent hereof being to substitute the Transferee in the place of the Transferor.

The Transferor further authorizes the Commissioner of Patents and Trademarks of the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and title thereto as the property of the Transferee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

The Transferor further agrees to execute such further documents as may be reasonably required to record the Transferee as the owner of the Trademark and registrations and applications herein transferred, solely at the cost of the Transferee.

Nothing contained in this Agreement is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of the Transferor and IPH and their respective Affiliates under the Transaction Agreement.

This Agreement shall be binding upon and inure to the benefit of the Transferee and the Transferor and their respective successors and assigns.

This Agreement may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one

and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of Delaware

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date written above.

Transferor:

Ameren Corporation

By:   
Name: Thomas R. Voss  
Title: Chairman, President and Chief  
Executive Officer

Transferee:

New Ameren Energy Resources, LLC

By:   
Name: Mark C. Birk  
Title: President