

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ambit Holdings US, LLC		02/28/2020	Limited Liability Company: TEXAS
BlueNet Holdings, LLC		02/28/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Delaware Trust Company
<b>Street Address:</b>	2711 Centerville Road
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	5762516	MEMBERSHIP HAS ITS PRIVILEGES
Registration Number:	5499282	FREE & CLEAR
Registration Number:	5410362	AAAAAAAAAAAA AMBIT ENERGY
Registration Number:	5434450	A
Registration Number:	5180760	AMBIT ENERGY
Registration Number:	5194875	AAAAAAAAAAAA AMBIT ENERGY
Registration Number:	5309263	AAAAAAAAAAAA AMBIT ENERGY
Registration Number:	5180763	AAAAAAAAAAAA AMBIT ENERGY
Registration Number:	5169742	AMBIT CARES
Registration Number:	5169741	AMBIT CARES
Registration Number:	5169743	AMBIT CARES
Registration Number:	4946963	POWER PAYBACK
Registration Number:	4946964	POWER PAYBACK
Registration Number:	4937465	POWER PAYBACK
Registration Number:	4946915	POWER PAYBACK
Registration Number:	4851941	AMBIT
Registration Number:	4851942	AAAAAAAAAAAA

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4364518	AMBITION
Registration Number:	4077883	AAAAAAAAAAAAA AMBIT ENERGY
Registration Number:	4094404	AAAAAAAAAAAAA AMBIT ENERGY
Registration Number:	4077867	AAAAAAAAAAAAA
Registration Number:	4206576	AMBIT ADVANTAGES
Registration Number:	3786848	AMBIT
Registration Number:	3443624	AMBIT ENERGY
Registration Number:	5774074	AMBIT WHOLESALE CLUB
Registration Number:	5981933	LANDMARK TECHNOLOGY SOLUTIONS
Registration Number:	5898535	LANDPOWER
Registration Number:	5770885	LANDMARK TECHNOLOGY SOLUTIONS
Registration Number:	3715700	BLUENET
Serial Number:	88443340	BROKERZONE
Serial Number:	88443360	AMBIT BROKERZONE
Serial Number:	88443366	A AMBIT ENERGY
Serial Number:	88443370	A AMBIT ENERGY
Serial Number:	88443383	A
Serial Number:	88443391	SNAP & SAVE
Serial Number:	88443395	SNAP & CREDIT
Serial Number:	88443403	SNAP & SAVE
Serial Number:	88586845	VINE COUNTRY
Serial Number:	88587203	HONEYPLUM

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 212-819-2655  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Peter Giovine/White & Case LLP  
**Address Line 1:** 1221 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	1111002-0244-BC15
<b>NAME OF SUBMITTER:</b>	Peter Giovine
<b>SIGNATURE:</b>	/Peter Giovine/
<b>DATE SIGNED:</b>	03/02/2020

**Total Attachments: 7**  
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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 Schedule attached hereto (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

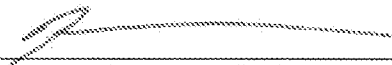
f. agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law (as defined in the Credit Agreement).

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: February 28, 2020

GRANTORS

AMBIT HOLDINGS US, LLC

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





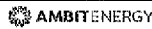
BLUENET HOLDINGS, LLC


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

[Signature Page to Trademark Security Agreement]





**TRADEMARK**  
**REEL: 006880 FRAME: 0244**

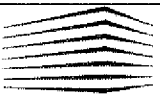
**SCHEDULE**

<b>Trademarks</b>	<b>Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BROKERZONE BROKERZONE	AMBIT HOLDINGS US, LLC	88443340	23-MAY- 2019		
AMBIT BROKERZONE AMBIT BROKERZONE	AMBIT HOLDINGS US, LLC	88443360	23-MAY- 2019		
 AMBIT ENERGY A AMBIT ENERGY	AMBIT HOLDINGS US, LLC	88443366	23-MAY- 2019		
 AMBIT ENERGY A AMBIT ENERGY	AMBIT HOLDINGS US, LLC	88443370	23-MAY- 2019		
 A	AMBIT HOLDINGS US, LLC	88443383	23-MAY- 2019		
SNAP & SAVE SNAP & SAVE	AMBIT HOLDINGS US, LLC	88443391	23-MAY- 2019		
SNAP & CREDIT SNAP & CREDIT	AMBIT HOLDINGS US, LLC	88443395	23-MAY- 2019		
 Save SNAP & SAVE	AMBIT HOLDINGS US, LLC	88443403	23-MAY- 2019		
MEMBERSHIP HAS ITS PRIVILEGES MEMBERSHIP HAS ITS PRIVILEGES	AMBIT HOLDINGS US, LLC	88155390	15-OCT- 2018	5762516	28-MAY-2019
FREE & CLEAR FREE & CLEAR	AMBIT HOLDINGS US, LLC	87480219	08-JUN-2017	5499282	19-JUN-2018
 AMBIT ENERGY AMBIT ENERGY	AMBIT HOLDINGS US, LLC	87315349	26-JAN-2017	5410362	27-FEB-2018

Trademarks	Owner	App. No.	App. Date	Reg. No.	Reg. Date
	AMBIT HOLDINGS US, LLC	87315361	26-JAN-2017	5434450	27-MAR-2018
AMBIT ENERGY AMBIT ENERGY	AMBIT HOLDINGS US, LLC	87149655	24-AUG-2016	5180760	11-APR-2017
 AMBIT ENERGY AMBIT ENERGY	AMBIT HOLDINGS US, LLC	87149665	24-AUG-2016	5194875	02-MAY-2017
 AMBIT ENERGY AMBIT ENERGY	AMBIT HOLDINGS US, LLC	87149675	24-AUG-2016	5309263	17-OCT-2017
 AMBIT ENERGY AMBIT ENERGY	AMBIT HOLDINGS US, LLC	87149682	24-AUG-2016	5180763	11-APR-2017
AMBIT CARES  AMBIT CARES	AMBIT HOLDINGS US, LLC	87031981	10-MAY-2016	5169742	28-MAR-2017
AMBIT  CARES AMBIT CARES	AMBIT HOLDINGS US, LLC	87031973	10-MAY-2016	5169741	28-MAR-2017
AMBIT CARES AMBIT CARES	AMBIT HOLDINGS US, LLC	87031984	10-MAY-2016	5169743	28-MAR-2017
 POWER PAYBACK POWER PAYBACK	AMBIT HOLDINGS US, LLC	86342414	20-JUL-2014	4946963	26-APR-2016
 POWER PAYBACK POWER PAYBACK	AMBIT HOLDINGS US, LLC	86342415	20-JUL-2014	4946964	26-APR-2016



Trademarks	Owner	App. No.	App. Date	Reg. No.	Reg. Date
POWER PAYBACK POWER PAYBACK	AMBIT HOLDINGS US, LLC	86328423	03-JUL-2014	4937465	12-APR-2016
POWER PAYBACK POWER PAYBACK	AMBIT HOLDINGS US, LLC	86328431	03-JUL-2014	4946915	26-APR-2016
AMBIT AMBIT	AMBIT HOLDINGS US, LLC	86213467	06-MAR- 2014	4851941	10-NOV-2015
	AMBIT HOLDINGS US, LLC	86213486	06-MAR- 2014	4851942	10-NOV-2015
AMBITION AMBITION	AMBIT HOLDINGS US, LLC	85780344	15-NOV- 2012	4364518	09-JUL-2013
 AMBIT ENERGY	AMBIT HOLDINGS US, LLC	85138291	25-SEP-2010	4077883	27-DEC-2011
 AMBIT ENERGY	AMBIT HOLDINGS US, LLC	85138292	25-SEP-2010	4094404	31-JAN-2012
	AMBIT HOLDINGS US, LLC	85134306	21-SEP-2010	4077867	27-DEC-2011
AMBIT ADVANTAGES AMBIT ADVANTAGES	AMBIT HOLDINGS US, LLC	85134310	21-SEP-2010	4206576	11-SEP-2012
AMBIT AMBIT	AMBIT HOLDINGS US, LLC	77713731	14-APR-2009	3786848	11-MAY-2010

Trademarks	Owner	App. No.	App. Date	Reg. No.	Reg. Date
AMBIT ENERGY AMBIT ENERGY	AMBIT HOLDINGS US, LLC	77108474	15-FEB-2007	3443624	10-JUN-2008
AMBIT WHOLESALE CLUB AMBIT WHOLESALE CLUB	AMBIT HOLDINGS US, LLC	88155403	15-OCT- 2018	5774074	11-JUN-2019
Vine Country VINE COUNTRY	BLUENET HOLDINGS LLC	88586845	21-AUG- 2019		
Honeyplum HONEYPLUM	BLUENET HOLDINGS LLC	88587203	21-AUG- 2019		
LANDMARK TECHNOLOGY SOLUTIONS LANDMARK TECHNOLOGY SOLUTIONS	BLUENET HOLDINGS, LLC	88519139	17-JUL-2019	5981933	11-FEB-2020
LANDPOWER LANDPOWER	BLUENET HOLDINGS, LLC	88091303	24-AUG- 2018	5898535	29-OCT-2019
 LANDMARK TECHNOLOGY SOLUTIONS LANDMARK TECHNOLOGY SOLUTIONS	BLUENET HOLDINGS, LLC	87835931	15-MAR- 2018	5770885	04-JUN-2019
BLUENET BLUENET	BLUENET HOLDINGS, LLC	77111907	20-FEB-2007	3715700	24-NOV-2009