

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI95955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everything Energy LLC		03/14/2024	Limited Liability Company: DELAWARE
Green Mountain Energy Company		03/14/2024	Corporation: DELAWARE
Bounce Energy, Inc.		03/14/2024	Corporation: DELAWARE
Reliant Energy Retail Holdings LLC		03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Deutsche Bank Trust Company Americas, as Priority Collateral Trustee		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6783588	EVERYTHING ENERGY	
Registration Number:	6640535	RIDING ON SUNSHINE	
Registration Number:	6601290	BOUNCE ENERGY	
Registration Number:	6365361		
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:	(213)620-7848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1153087-0016-S216		

CH \$115.00.00 90610635

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	Justine Lu
DATE SIGNED:	03/14/2024
Total Attachments: 7 source=NRG - March 2024 IPSA [Executed]#page1.tif source=NRG - March 2024 IPSA [Executed]#page2.tif source=NRG - March 2024 IPSA [Executed]#page3.tif source=NRG - March 2024 IPSA [Executed]#page4.tif source=NRG - March 2024 IPSA [Executed]#page5.tif source=NRG - March 2024 IPSA [Executed]#page6.tif source=NRG - March 2024 IPSA [Executed]#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 14, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by EVERYTHING ENERGY LLC, a Delaware limited liability company, GREEN MOUNTAIN ENERGY COMPANY, a Delaware corporation, BOUNCE ENERGY, INC., a Delaware corporation and RELIANT ENERGY RETAIL HOLDINGS LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, 60 Wall Street, 24th Floor, Mail Stop: NYC60-2407, New York, NY 10005, (i) in its capacity as Priority Collateral Trustee (as defined in the Collateral Trust Agreement described below) and (ii) in its capacity as Parity Collateral Trustee (as defined in the Collateral Trust Agreement described below). Capitalized terms used but not defined herein have the meanings given such terms in the 2016 Guarantee and Collateral Agreement (as defined below).

WHEREAS, each grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto entered into a Guarantee and Collateral Agreement, dated as of dated as of February 2, 2006 (as amended in April 2006 and in June 2010, the “Original Guarantee and Collateral Agreement”);

WHEREAS, the Original Guarantee and Collateral Agreement was amended and restated whereby each grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto entered into an Amended and Restated Guarantee and Collateral Agreement dated as of July 1, 2011 (as amended by that certain Amendment dated as of July 1, 2011 (as amended by that certain Amendment dated as of June 4, 2013, the “2011 Guarantee and Collateral Agreement”);

WHEREAS, the 2011 Guarantee and Collateral Agreement was again amended and restated whereby each grantor party thereto, Deutsche Bank Trust Company Americas, in its capacities as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties party thereto have entered into the Second Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2016 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2016 Guarantee and Collateral Agreement”);

WHEREAS, the Grantors, Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties from time to time party thereto have entered into Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011 (as amended by that certain Amendment thereto dated as of February 6, 2013, that certain Amendment thereto dated as of June 4, 2013 and that certain Amendment thereto dated as of June 30, 2016 as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”);

WHEREAS, pursuant to the 2016 Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property, of the Grantors to the Priority Collateral Trustee for the benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) and to the Parity Collateral Trustee for the benefit of the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement); and

WHEREAS, under the terms of the 2016 Guarantee and Collateral Agreement, the Grantors have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby (x) assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the 2016 Guarantee and Collateral Agreement, a first priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations (as defined in the Collateral Trust Agreement), and (y) assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the 2016 Guarantee and Collateral Agreement, a second priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations (as defined in the Collateral Trust Agreement) (it being understood and agreed that the grants of security interest under the foregoing clause (x) and clause (y) constitute two separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the benefit of the Priority Lien Secured Parties to secure the Priority Lien Obligations, and the second in favor of the Parity Collateral Trustee in its capacity as collateral trustee for the benefit of the Parity Lien Secured Parties to secure the Parity Lien Obligations), in each case including the following:

1. the United States trademark and service mark registrations and applications listed in Schedule 1, if any, and the goodwill of the business connected with the use of and symbolized by any of the foregoing;
2. the United States patents and patent applications listed in Schedule 1, if any;
3. the United States copyright registrations and applications listed in Schedule 1, if any;
4. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and

5. any and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is an Excluded Asset (other than any Proceeds of such Excluded Assets); and provided, further, that if and when any property shall cease to be an Excluded Asset, the right, title, power and interest of each applicable Grantor in and to such property shall be deemed at all times from and after the date thereof to constitute Intellectual Property Collateral. The Grantors, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the Intellectual Property Collateral is not, in and of itself, to be construed as a grant of a fee interest in (as opposed to a security interest in) any Intellectual Property, including any Copyright, Trademark, Patent, Copyright License, Patent License, Trademark License, Trade Secret or Trade Secret License.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement, as applicable.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

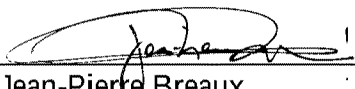
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the 2016 Guarantee and Collateral Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted herein are more fully set forth in the 2016 Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the 2016 Guarantee and Collateral Agreement, the provisions of the 2016 Guarantee and Collateral Agreement shall control.

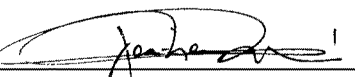
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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

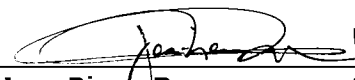
EVERYTHING ENERGY LLC,
as Grantor

By: 
Name: Jean-Pierre Breaux
Title: Vice President & Treasurer

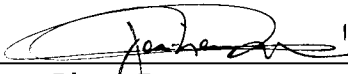
GREEN MOUNTAIN ENERGY COMPANY,
as Grantor

By: 
Name: Jean-Pierre Breaux
Title: Vice President & Treasurer

BOUNCE ENERGY, INC.,
as Grantor

By: 
Name: Jean-Pierre Breaux
Title: Vice President

RELIANT ENERGY RETAIL HOLDINGS
LLC,
as Grantor

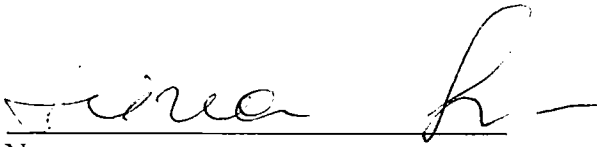
By: 
Name: Jean-Pierre Breaux
Title: Vice President & Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008372 FRAME: 0994

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Priority Collateral Trustee and Parity Collateral Trustee

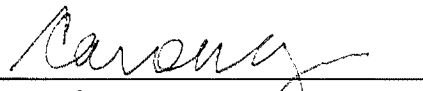
By: 

Name:

Title:

irina Golovashchuk

Vice President

By: 

Name:

Title:



Carolyng

Vice President

TRADEMARK

REEL: 008372 FRAME: 0995

SCHEDULE I
TRADEMARKS

TRADEMARK	OWNER	APP. NO./ APP. DATE	REG. NO./ REG. DATE
EVERYTHING ENERGY	Everything Energy LLC	90610635 03/29/2021	6783588 07/05/2022
RIDING ON SUNSHINE	Green Mountain Energy Company	90201541 09/22/2020	6640535 02/08/2022
	Bounce Energy, Inc.	90496757 1/29/2021	6601290 12/28/2021
	Reliant Energy Retail Holdings LLC	88694699 November 15, 2019	6365361 May 25, 2021