

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NRG Energy, Inc.	06/30/2010
RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas
Street Address:	100 Plaza One
Internal Address:	6th fl, MS 0699
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311-3901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12274473
Application Number:	12708895
Application Number:	12501304
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins, c/o Julie Dalke
Address Line 1:	650 Town Center Dr, 20th floor
Address Line 2:	034880-0026
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	034880-0026
NAME OF SUBMITTER:	Adam Kummins
Total Attachments: 8	

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of June 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Deutsche Bank Trust Company Americas, c/o Deutsche Bank National Trust Company, 100 Plaza One, Sixth FL, MS 0699, Jersey City, N.J. 07311-3901, Attention: Irina Golovashchuk, Fax: (732) 578-4635, (i) in its capacity as Priority Collateral Trustee (as further described below) and (ii) in its capacity as Parity Collateral Trustee (as further described below) (in such capacities, the “Collateral Trustee”). Terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantors have entered into a Guarantee and Collateral Agreement, dated as of February 2, 2006, as amended by that certain Amendment to the Guarantee and Collateral Agreement, dated as of April 28, 2006, and that certain Amendment to the Guarantee and Collateral Agreement, dated as of June 30, 2010 (as further amended, restated, supplemented or modified from time to time, the “Guarantee and Collateral Agreement”), in favor of Deutsche Bank Trust Company Americas (a) in its capacity as Priority Collateral Trustee for (i) Citicorp North America Inc., as administrative agent (in such capacity and together with its successors, the “Administrative Agent”) and as collateral agent (in such capacity and together with its successors, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Third Amended and Restated Credit Agreement, dated as of June 30, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NRG Energy, Inc., a Delaware corporation (the “Company”), the other agents party thereto, Citigroup Global Markets Inc., as joint book runner and joint lead arranger, the other joint book runners and joint lead arrangers party thereto, and the other Priority Lien Secured Parties thereunder, and (ii) for any other Priority Lien Secured Parties and their Secured Debt Representatives from time to time entitled to the benefits of the Amended and Restated Collateral Trust Agreement, dated as of June 30, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”), among the Company, the other Grantors, the Administrative Agent, and J. Aron & Company, as counterparty under the GS Commodity Hedging Agreement (the “GS Counterparty”), the Collateral Trustee and the other parties from time to time party thereto, and (b) in its capacity as Parity Collateral Trustee for (i) J. Aron & Company, as Counterparty under the GS Commodity Hedging Agreement, and (ii) for any other Parity Lien Secured Parties and their Secured Debt Representatives from time to time entitled to the benefits of the Collateral Trust Agreement; and, for purposes of Section 2 thereof, in favor of the Administrative Agent and the GS Counterparty and any other future Secured Debt Representative with respect to any Series of Secured Debt that becomes entitled to the benefits of the Collateral Trust Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors to the Collateral Trustee for the benefit of the Secured Parties, and have agreed to execute this Supplemental

Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Intellectual Property Security Agreement, dated as of February 2, 2006, was recorded against certain United States Intellectual Property with the U.S. Patent and Trademark Office on February 9, 2006 at Reel/Frame No. 3243/0914, and the Intellectual Property Security Agreement, dated as of December 22, 2009, was recorded against certain United States Intellectual Property with the U.S. Patent and Trademark Office on December 22, 2009 at Reel/Frame No. 4118/0628.

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. Each Grantor (x) hereby assigns and transfers to the Priority Collateral Trustee, and hereby grants to the Priority Collateral Trustee, for the equal and ratable benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a first priority security interest in all of the Collateral constituting Intellectual Property, 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, and (y) hereby assigns and transfers to the Parity Collateral Trustee, and hereby grants to the Parity Collateral Trustee, for the equal and ratable benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a second priority security interest in all of the Collateral constituting Intellectual Property, 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 (it being understood that the grants of security interest under the foregoing clause (x) and clause (y) constitute separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral agent for the equal and ratable 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 agent for the equal and ratable 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 (as such schedule may be amended or supplemented from time to time) and the goodwill of the business symbolized by the foregoing (collectively, the "Trademarks");

2. the United States patents and patent applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time), if any (collectively, the "Patents");

3. the United States copyright registrations and applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time), if any (collectively, the "Copyrights"); and

4. any and all proceeds of the foregoing.

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Supplemental Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset. The Grantors, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the 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 Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Supplemental 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. Delivery of an executed signature page to this Supplemental Intellectual Property Security Agreement by facsimile or other electronic transmission (including "pdf") shall be as effective as delivery of a manually signed counterpart of this Supplemental Intellectual Property Security Agreement.


SECTION 4. Governing Law. This Supplemental 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 Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement, the Credit Agreement and the Collateral Trust Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, the Credit Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement, the Credit Agreement or the Collateral Trust Agreement, the provisions of the Guarantee and Collateral Agreement, the Credit Agreement or the Collateral Trust Agreement shall govern.

[Signature pages follow]

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


NRG Energy, Inc.

By: 
Name: Christopher Sotos
Title: Vice President and Treasurer

NRG Texas LLC

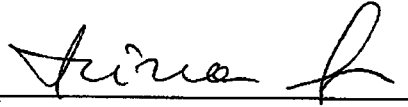
By: 
Name: Christopher Sotos
Title: Treasurer

Reliant Energy Retail Holdings, LLC

By: 
Name: Christopher Sotos
Title: Treasurer

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

By: Deutsche Bank National Trust Company

By: 
Name: _____
Title: Irina Golovashchuk
Assistant Vice President



By: 
Name: _____
Title: Kenneth R. Ring
Vice President

NRG Energy, Inc. After-Acquired Intellectual Property Security Agreement
(First Supplemental Filing)

Schedule 1 to
the Supplemental Intellectual Property Security Agreement

NRG Energy, Inc.

United States Trademark Registrations and Applications

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
CHP+NRG	US	NRG Energy, Inc.	77/943963 24-FEB-2010	
	US	NRG Energy, Inc.	85/052362 6/2/2010	
	US	NRG Energy, Inc.	85/053050 6/2/2010	

United States Patents and Patent Applications


Title	Country	Grantor	Appl. No. Filing Date	Patent No. Issue Date
PLASMA GASIFICATION SYSTEM	U.S.	NRG Energy, Inc.	12/274473 11/20/08	
	U.S.	NRG Energy, Inc.	12/708895 2/19/10	
	U.S.	NRG Energy, Inc.	12/501304 7/10/09	


United States Copyright Registrations and Applications

None.

NRG Texas LLC

United States Trademark Registrations and Applications

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
	US	NRG Texas LLC	78/209157 1/30/03	2879202 8/31/04

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
	US	NRG Texas LLC	78/209148 1/30/03	2879201 8/31/04
TEXAS GENCO	US	NRG Texas LLC	78/209163 1/30/03	2906217 11/30/04
TEXAS GENCO	US	NRG Texas LLC	78/209154 1/30/03	2866626 7/27/04

United States Patents and Patent Applications



None.

United States Copyright Registrations and Applications

None.

Reliant Energy Retail Holdings, LLC

United States Trademark Registrations and Applications

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
RELIANT ADVANTAGE	US	Reliant Energy Retail Holdings, LLC	77/930205 08-FEB-2010	
THE PROMISE OF POWER	US	Reliant Energy Retail Holdings, LLC	77/950203 04-MAR-2010	
	US	Reliant Energy Retail Holdings, LLC	85/058013 9-JUN-2010	
	US	Reliant Energy Retail Holdings, LLC	85/042899 5/24/2010	

United States Patents and Patent Applications

None.

United States Copyright Registrations and Applications

None.