

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI728616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
BlueNet Holdings, LLC	01/01/2025
Crius Energy, LLC	01/01/2025
TXU Energy Retail Company LLC	01/01/2025
Vistra Zero LLC	01/01/2025

RECEIVING PARTY DATA

Company Name:	CSC Delaware Trust Company, as collateral trustee
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808

PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	11899197
Application Number:	14038019
Application Number:	13892706
Application Number:	11267298
Application Number:	13759587
Application Number:	14992419
Application Number:	14992508
Application Number:	16140733
Application Number:	16864261
Application Number:	18316989
Application Number:	10259296
Application Number:	10676655
Application Number:	11743493
Application Number:	12675203
Application Number:	14050499
Application Number:	18732606
PCT Number:	US2322127

PATENT

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: 2136207848**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:	1108568-0038-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	Justine Lu
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DATE SIGNED:	01/02/2025
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Total Attachments: 5

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source=Vistra - Patent Security Agreement - (December 2024) [Executed]#page3.tiff

source=Vistra - Patent Security Agreement - (December 2024) [Executed]#page4.tiff

source=Vistra - Patent Security Agreement - (December 2024) [Executed]#page5.tiff

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), dated January 1, 2025, is made by **BlueNet Holdings, LLC**, a Delaware limited liability company, **Crius Energy, LLC**, a Delaware limited liability company, **TXU Energy Retail Company LLC**, a Texas limited liability company, and **Vistra Zero LLC**, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”) in favor of **CSC Delaware Trust Company**, as the collateral trustee (in such capacity, the “Collateral Trustee”)

WHEREAS, each of the Grantors has applied for patents that have been issued by or are pending in the United States Patent and Trademark Office, and is the owner of the patent applications and issued patents listed in the Schedule attached hereto (the “Patent 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, a Delaware limited liability company (the “Company”), 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 Grantor 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 Patent 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 Patent 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 Patent Collateral, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Patent Collateral and (iii) all rights to sue at law or in equity for any infringement or other impairment of any of the Patent 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 Patent 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 irrevocably and unconditionally waives (to the extent permitted by applicable law) trial by jury in any legal action or proceeding relating to this Patent 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 Patent 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 Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

IN WITNESS WHEREOF, each Grantor and the Collateral Trustee have caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTORS

BLUENET HOLDINGS, LLC
CRIUS ENERGY, LLC
TXU ENERGY RETAIL COMPANY LLC
VISTRA ZERO LLC

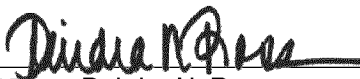
By: 

Name: William M. Quinn

Title: Senior Vice President and Treasurer

COLLATERAL TRUSTEE

CSC DELAWARE TRUST COMPANY

By: 
Name: Deirdra N. Ross
Title: Vice President

SCHEDULE**PATENTS**

Owner	Title	Patent No.	Patent Date	App. No.	App. Date
Bluenet Holdings, LLC	Energy distribution and marketing backoffice system and method	8442917	2013-05-14	11899197	2007-09-04
Bluenet Holdings, LLC	System and method for marketing sponsored energy services	10108976	10/3/2018	14038019	2013-09-26
Bluenet Holdings, LLC	Energy distribution and marketing backoffice system and method	10650359	5/12/2020	13892706	2013-05-13
TXU Energy Retail Company LLC	Outage notification device and method	7586420	2009-09-08	11267298	2005-11-07
TXU Energy Retail Company LLC	Electricity provider content platform	10116747	2018-10-30	13759587	2013-02-05
TXU Energy Retail Company LLC	System and method for home automation	10204310	2019-02-12	14992419	2016-01-11
TXU Energy Retail Company LLC	System and Method for Procurement Decisioning Using Home Automation Inputs	10692021	2016-07-21	14992508	2016-01-11
TXU Energy Retail Company LLC	Electricity provider content platform	N/A	N/A	16140733	2018-09-25
TXU Energy Retail Company LLC	System and method for home automation services	11687847	2023-06-27	16864261	2020-05-01
Vistra Zero LLC	System and method for optimizing energy production of a solar farm	N/A	N/A	18316989	2023-05-12
TXU Energy Retail Company LLC	Device and Method for Providing Electric Service	6765787	07-20-2004	10259296	09-30-2002
TXU Energy Retail Company LLC	Outage Notification Device and Method	6963285	11-08-2005	10676655	09-30-2003
TXU Energy Retail Company LLC	Device and Method for Providing Electric Service	7397652	07-08-2008	11743493	07-23-2007
Crius Energy, LLC	System and Method for Fuel Price-Protection	8346616	01-01-2013	12675203	02-25-2010
Bluenet Holdings, LLC	System and methods for customer relationship management for an energy provider	11610275	03-21-2023	14050499	10-10-2013
TXU Energy Retail Company, LLC	System and method for managing an electrical power network	N/A	N/A	18732606	06-03-2024
Vistra Zero LLC	System and method for optimizing energy production of a solar farm	N/A	N/A	PCT/US2023/022127	05-12-2023

PATENT**RECORDED: 01/02/2025****REEL: 069810 FRAME: 0748**