

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NRG Energy, Inc.		02/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas
Street Address:	25 DeForest Avenue, 2nd Floor
Internal Address:	Mail Stop SUM01-0105
City:	Summit
State/Country:	NEW JERSEY
Postal Code:	07901
Entity Type:	a New York Banking corporation:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2178691	NRG
Registration Number:	2182531	NRG
Registration Number:	1612349	NRG
Registration Number:	1613255	NRG ENERGY
Serial Number:	78390461	NRG
Serial Number:	78551716	NRG ENGINE SERVICES
Serial Number:	78732512	NRG LOUISIANA
Serial Number:	78732510	NRG AMERICA
Serial Number:	78732506	NRG PENNSYLVANIA
Serial Number:	78732503	NRG NEW YORK
Serial Number:	78732500	NRG NEW JERSEY
Serial Number:	78732495	NRG NEVADA
Serial Number:	78732492	NRG MASSACHUSETTS

OP \$465.00 2178691

Serial Number:	78732488	NRG ILLINOIS
Serial Number:	78732485	NRG DELAWARE
Serial Number:	78732482	NRG CONNECTICUT
Serial Number:	78732478	NRG CALIFORNIA
Serial Number:	78732474	NRG TEXAS

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins, LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	036608-0015 NRG SEC AG.
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	02/09/2006

Total Attachments: 6

source=Deutsche and NRG Energy#page1.tif
source=Deutsche and NRG Energy#page2.tif
source=Deutsche and NRG Energy#page3.tif
source=Deutsche and NRG Energy#page4.tif
source=Deutsche and NRG Energy#page5.tif
source=Deutsche and NRG Energy#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 2, 2006, (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by NRG ENERGY, INC., a Delaware corporation, located at 211 Carnegie Center, Princeton, NJ 08540 (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, located at 25 DeForest Avenue, 2nd Floor, Mail Stop SUM01-0105, Summit, NJ 07901, (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). Terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement, dated as of February 2, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of Deutsche Bank Trust Company Americas (i) in its capacity as Priority Collateral Trustee for (x) Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity and together with its successors, the "Administrative Agent") and Morgan Stanley & Co. Incorporated, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") and for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 2, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Administrative Agent, the Collateral Agent, Morgan Stanley Senior Funding, Inc. and Citigroup Global Markets, Inc., as joint lead book runners and joint lead arrangers (in such capacity, the "Arrangers") and as co-documentation agents, Citigroup Global Markets, Inc., as syndication agent (in such capacity, the "Syndication Agent"), and the other Priority Lien Secured Parties thereunder and (y) for any other Priority Lien Secured Parties and their Secured Debt Representatives from time to time entitled to the benefits of the Collateral Trust Agreement, dated as of February 2, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among the Grantor, the other Pledgors and Grantors (each as defined therein), 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 (ii) in its capacity as Parity Collateral Trustee for (x) J. Aron & Company, as Counterparty under the GS Commodity Hedging Agreement, and (y) 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 of the Guarantee and Collateral Agreement, in favor of the Administrative Agent, 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.

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

SECTION 1. Grant of Security. The Grantor (x) hereby assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the ratable benefit of the Priority Lien Secured Parties, a lien on and a first priority security interest in and to all of such Grantor's right, title and interest in and to 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 grants to the Parity Collateral Trustee, for the ratable benefit of the Parity Lien Secured Parties, a lien on and a second priority security interest in and to 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 trustee 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 trustee 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 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 Grantor, 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. The 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.


SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed by one or more of parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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 concurrently with, and 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 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 shall govern.

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


NRG ENERGY, INC.

By: 
Name: George P. Schaefer
Title: Vice President and Treasurer

(signatures continue on next page)

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

By: 
Name: Richard L. Buckwalter
Title: Vice President

By: 
Name: ANNIE JAGHATSPANTYAN
Title: ASSISTANT VICE PRESIDENT

NRG Energy, Inc. - Intellectual Property Security Agreement

212 797 8622 TO 912127514864 P.07

FEB 01 2006 11:08 FR FAX CTAS

TRADEMARK
REEL: 003243 FRAME: 0920

Schedule I to
The Amended and Restated
Intellectual Property Security Agreement

INTELLECTUAL PROPERTY

NRG Energy, Inc.

United States Trademark Registrations and Applications

Trademark	Registration/Application Date	Registration/App. Serial No.
Stylized power plant design and letters NRG	8/4/1998	2,178,691
NRG	8/18/1998	2,182,531
Stylized letters NRG	9/4/1990	1,612,349
Stylized letters NRG Energy	9/11/1990	1,613,255
NRG Energy Inc. (NRG Logo)	3/25/2004	78,390,461
NRG Energy, Inc. (NRG Logo)	Australia Application filed 4/14/04	997,992
NRG Energy, Inc. (NRG Logo)	European Application filed 6/12/04	78,390,461
NRG Engine Services	Application filed 1/21/2005	78,551,716
NRG LOUISIANA	Application filed 10/13/2005	78,732,512
NRG AMERICA	Application filed 10/13/2005	78,732,510
NRG PENNSYLVANIA	Application filed 10/13/2005	78,732,506
NRG NEW YORK	Application filed 10/13/2005	78,732,503
NRG NEW JERSEY	Application filed 10/13/2005	78,732,500
NRG NEVADA	Application filed 10/13/2005	78,732,495
NRG MASSACHUSETTS	Application filed 10/13/2005	78,732,492
NRG ILLINOIS	Application filed 10/13/2005	78,732,488
NRG DELAWARE	Application filed 10/13/2005	78,732,485
NRG CONNECTICUT	Application filed 10/13/2005	78,732,482
NRG CALIFORNIA	Application filed 10/13/2005	78,732,478
NRG TEXAS	Application filed 10/13/2005	78,732,474

United States Patents and Patent Applications

None.

United States Registrations Copyrights

None.