

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Trademark Security Agreement Supplement |
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CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-----------------------|
| Reliant Energy, Inc. | | 12/22/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Wachovia Bank, National Association |
| Street Address: | 5847 San Felipe |
| Internal Address: | Suite 7050 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77057 |
| Entity Type: | A National Banking Association: |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|----------|----------------|
| Registration Number: | 2886710 | RELIANT |
| Registration Number: | 2886711 | RELIANT |
| Serial Number: | 78451768 | RELIANT ENERGY |
| Serial Number: | 78451803 | RELIANT ENERGY |
| Serial Number: | 78451815 | RELIANT ENERGY |
| Serial Number: | 78451819 | RELIANT ENERGY |

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127017237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore
 Address Line 1: 190 S. LaSalle St.
 Address Line 2: Mayer Brown Rowe & Maw LLP
 Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

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| NAME OF SUBMITTER: | Christopher Dore |
| Signature: | /Christopher Dore/ |
| Date: | 12/30/2004 |
| Total Attachments: 3 source=IP1#page1.tif source=IP1#page2.tif source=IP1#page3.tif | |

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Reliant Energy, Inc. ("REI") a Delaware corporation, having an address at 1000 Main Street, Houston, Texas 77002, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor and certain subsidiaries of REI have entered into an Amended and Restated Security Agreement, dated as of July 1, 2003 (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of Wachovia Bank, National Association, for the ratable benefit of the Secured Parties (the "Collateral Trustee") pursuant to which the Grantor has granted to the Collateral Trustee a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds thereof, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Trustee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

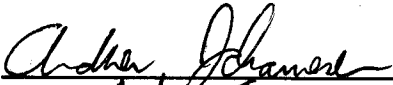
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Trustee's address is: Wachovia Bank, National Association, 5847 San Felipe, Suite 7050, Houston, TX 77057, Attn: Corporate Trust Department, with a copy to: Bank of America, N.A., 901 Main Street, 66th Floor, Mail Code: TX1-492-66-01, Dallas, Texas 75202, Attn: Jay T. Wampler.

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IN WITNESS WHEREOF, Reliant Energy, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of December 22, 2004.

RELIANT ENERGY, INC. 

By: 
Name: Andrew Johannesen
Title: Assistant Treasurer

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

| <u>Trademark</u> | <u>Application or Registration Date</u> | <u>Application Serial No. or Registration No.</u> |
|-------------------------|--|--|
| RELIANT | September 21, 2004 | 2886710 |
| RELIANT | September 21, 2004 | 2886711 |
| RELIANT ENERGY | July 28, 2004 | 78451768 |
| RELIANT ENERGY | July 28, 2004 | 78451803 |
| RELIANT ENERGY | July 28, 2004 | 78451815 |
| RELIANT ENERGY | July 28, 2004 | 78451819 |