

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Energy Future Competitive Holdings Company	FORMERLY f/k/a TXU Electric Service Company	10/10/2007	CORPORATION: TEXAS
Generation SVC Company	FORMERLY f/k/a TXU Generation Services Company	10/10/2007	CORPORATION: TEXAS
Luminant Energy Company LLC	FORMERLY f/k/a TXU Portfolio Management Company LP	10/10/2007	LIMITED LIABILITY COMPANY: TEXAS
Luminant Energy Services Company	FORMERLY f/k/a TXU Energy Services Company	10/10/2007	CORPORATION: DELAWARE
TXU Energy Retail Company LLC	FORMERLY f/k/a TXU Energy Retail Company LP	10/10/2007	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Citibank, N.A., as Collateral Agent
<b>Street Address:</b>	390 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3145383	THE POWER OF PEACE OF MIND
Registration Number:	3145380	THE POWER OF PEACE OF MIND
Registration Number:	3232624	TXU ENERGY REWARDS+
Registration Number:	2748698	ASSURANCE ENERGY
Registration Number:	2751355	ASSURANCE ENERGY
Registration Number:	2585882	SELECTIONS
Registration Number:	3029660	PLASMABOND
Registration Number:	2707492	PLASMABOND

**CH \$240.00 3145383**

Serial Number:	78923440	TXU WHOLESale
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**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 298942
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/01/2007

**Total Attachments: 7**  
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Trademark Security Agreement

Trademark Security Agreement, dated as of October 10, 2007 among TXU ENERGY RETAIL COMPANY LLC (f/k/a TXU ENERGY RETAIL COMPANY LP), LUMINANT ENERGY SERVICES COMPANY (f/k/a TXU ENERGY SERVICES COMPANY), GENERATION SVC COMPANY (f/k/a TXU GENERATION SERVICES COMPANY), LUMINANT ENERGY COMPANY LLC (f/k/a TXU PORTFOLIO MANAGEMENT COMPANY LP) and ENERGY FUTURE COMPETITIVE HOLDINGS COMPANY (f/k/a TXU ELECTRIC SERVICE COMPANY (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

Witnesseth:

Whereas, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor, provided that, applications in the United States Patent and Trademark Office to register trademarks on the basis of any Guarantor’s “intent to use” such trademarks will not be deemed to be Pledged Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Pledged Collateral:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Choice of Law. The construction and interpretation of this Trademark Security Agreement shall be governed by the laws of the state of New York irrespective of its conflict of laws principles.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

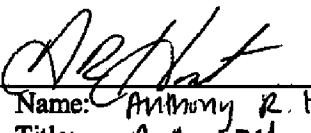
**LUMINANT ENERGY SERVICES  
COMPANY,**

By   
Name: Anthony R. Horton  
Title: Authorized Signatory

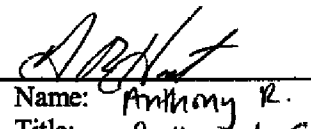
**TXU ENERGY RETAIL COMPANY LLC,**

By   
Name: Anthony R. Horton  
Title: Authorized Signatory

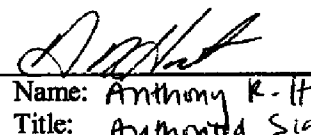
**GENERATION SVC COMPANY,**

By   
Name: Anthony R. Horton  
Title: Authorized Signatory

**ENERGY FUTURE COMPETITIVE  
HOLDINGS COMPANY,**

By   
Name: Anthony R. Horton  
Title: Authorized Signatory

**LUMINANT ENERGY COMPANY LLC,**

By   
Name: Anthony R. Horton  
Title: Authorized Signatory

Accepted and Agreed:

**CITIBANK, N.A.**, as  
Collateral Agent,

by



Name: *Aaron Dannenberg*  
Title: *Vice-President*

Signature Page: Trademark Security Agreement

**TRADEMARK**  
**REEL: 003652 FRAME: 0295**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

**Registrations:**

<b>Owner</b>	<b>Title</b>	<b>App./Reg. No.</b>
TXU Electric Company  (*At closing, this entity will be known as Energy Future Competitive Holdings Company)	DPL (Texas State)	37005 (Texas state trademark)
TXU Energy Retail Company LLC  (previously known as TXU Energy Retail Company LP)	THE POWER OF PEACE OF MIND	3,145,383
TXU Energy Retail Company LLC  (previously known as TXU Energy Retail Company LP)	THE POWER OF PEACE OF MIND	3,145,380

Owner	Title	App./Reg. No.
TXU Energy Retail Company LLC  (previously known as TXU Energy Retail Company LP)	TXU ENERGY REWARDS+	3,232,624
Luminant Energy Services Company  (previously known as TXU Energy Services Company)	ASSURANCE ENERGY	2,748,698
Luminant Energy Services Company  (previously known as TXU Energy Services Company)	ASSURANCE ENERGY and Design	2,751,355
Luminant Energy Services Company  (previously known as TXU Energy Services Company)	SELECTIONS	2,585,882



Owner	Title	App./Reg. No.
Generation SVC Company (previously known as TXU Generation Services Company)	PLASMABOND AND DESIGN	3,029,660 (Sale pending)
Generation SVC Company (previously known as TXU Generation Services Company)	PLASMABOND	2,707,492 (Sale pending)
Luminant Energy Company LLC (previously known as TXU Portfolio Management Company LP)	TXU WHOLESALE and Design	78/923,440