

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570208

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                     | Formerly | Execution Date | Entity Type                            |
|--------------------------|----------|----------------|--|
| SGE Energy Sourcing, LLC |          | 03/31/2020     | Limited Liability Company:<br>DELAWARE |
| Xoom Energy LLC          |          | 03/31/2020     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee |
| <b>Street Address:</b>   | 60 Wall Street, 24th Floor   |
| <b>Internal Address:</b> | Mail Stop:NYC60-2407   |
| <b>City:</b>             | New York   |
| <b>State/Country:</b>    | NEW YORK   |
| <b>Postal Code:</b>      | 10005  |
| <b>Entity Type:</b>      | Banking Corporation: NEW YORK  |

## PROPERTY NUMBERS Total: 12

| Property Type               | Number  | Word Mark                          |
|-----------------------------|---------|------------------------------------|
| <b>Registration Number:</b> | 5858596 | STREAM GREEN                       |
| <b>Registration Number:</b> | 5875630 | ECO+                               |
| <b>Registration Number:</b> | 5875667 | PROTECTING THE PLANET, MADE SIMPLE |
| <b>Registration Number:</b> | 3770549 |                                    |
| <b>Registration Number:</b> | 5256767 | STREAM                             |
| <b>Registration Number:</b> | 5355518 | FREE EVERYTHING                    |
| <b>Registration Number:</b> | 5654247 | BUDGET POWER                       |
| <b>Registration Number:</b> | 3366794 |                                    |
| <b>Registration Number:</b> | 5481218 | XOOM ENERGY                        |
| <b>Registration Number:</b> | 4924002 | OUR TIME TO SERVE                  |
| <b>Registration Number:</b> | 3442457 | STREAM ENERGY                      |
| <b>Registration Number:</b> | 5623954 | SET IT AND FORGET IT               |

## CORRESPONDENCE DATA

Fax Number: 2124082501

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212.408.2528  
**Email:** nytmdpt@bakerbotts.com  
**Correspondent Name:** Julie B. Albert, of Baker Botts, LLP  
**Address Line 1:** 30 Rockefeller Plaza, 45th Floor  
**Address Line 4:** New York, NEW YORK 10112

**ATTORNEY DOCKET NUMBER:** 067244.0243

**NAME OF SUBMITTER:** Julie B. Albert

**SIGNATURE:** /Julie B. Albert/

**DATE SIGNED:** 04/02/2020

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Deutsche Bank Trust Company Americas, located at 60 Wall Street, 24<sup>th</sup> Floor, Mail Stop: NYC60-2407, New York, NY 10005, (i) in its capacity as Priority Collateral Trustee (as defined in the Collateral Trust Agreement described below) and (ii) in its capacity as Parity Collateral Trustee (as defined in the Collateral Trust Agreement described below). Capitalized terms used but not defined herein have the meanings given such terms in the 2016 Guarantee and Collateral Agreement (as defined below).

WHEREAS, each grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto entered into a Guarantee and Collateral Agreement, dated as of February 2, 2006 (as amended in April 2006 and in June 2010, the “Original Guarantee and Collateral Agreement”);

WHEREAS, the Original Guarantee and Collateral Agreement was amended and restated whereby each grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto entered into an Amended and Restated Guarantee and Collateral Agreement, dated as of dated as of July 1, 2011 (as amended by that certain Amendment dated as of June 4, 2013, the “2011 Guarantee and Collateral Agreement”);

WHEREAS, the 2011 Guarantee and Collateral Agreement was again amended and restated whereby each grantor party thereto, Deutsche Bank Trust Company Americas, in its capacities as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties party thereto have entered into the Second Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2016 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2016 Guarantee and Collateral Agreement”);

WHEREAS, the Grantors, Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties from time to time party thereto have entered into Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011 (as amended by that certain Amendment thereto dated as of February 6, 2013, that certain Amendment thereto dated as of June 4, 2013 and that certain Amendment thereto dated as of June 30, 2016 as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”);

WHEREAS, pursuant to the 2016 Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property, of the Grantors to the Priority Collateral Trustee for the benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) and to the Parity Collateral Trustee for the benefit of the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement);

WHEREAS, pursuant to the Original Guarantee and Collateral Agreement and the 2011 Guarantee and Collateral Agreement, certain intellectual property security agreements have

been executed and recorded with the United States Patent and Trademark Office as listed on Schedule 1; and

WHEREAS, under the terms of the 2016 Guarantee and Collateral Agreement, the Grantors have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, as applicable.

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

SECTION 1. Grant of Security. Each Grantor hereby (x) assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the 2016 Guarantee and Collateral Agreement, a first priority security interest in all of the Intellectual Property Collateral, 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 (as defined in the Collateral Trust Agreement), and (y) assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the 2016 Guarantee and Collateral Agreement, a second priority security interest in all of the Intellectual Property Collateral, 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 (as defined in the Collateral Trust Agreement) (it being understood and agreed that the grants of security interest under the foregoing clause (x) and clause (y) constitute two separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the 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 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 2, if any, and the goodwill of the business connected with the use of and symbolized by any of the foregoing;
2. the United States patents and patent applications listed in Schedule 2, if any;
3. the United States copyright registrations and applications listed in Schedule 2, if any;
4. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and
5. any and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

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 an Excluded Asset (other than any Proceeds of such Excluded Assets unless such Proceeds would otherwise independently constitute Excluded Assets); and provided, further, that if and when any property shall cease to be an Excluded Asset, the right, title, power and interest of each applicable Grantor in and to such property shall be deemed at all times from and after the date thereof to constitute Intellectual Property Collateral. The Grantors, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the Intellectual Property 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 Intellectual Property Security Agreement, as applicable.

SECTION 3. Execution in Counterparts. This 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.

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.

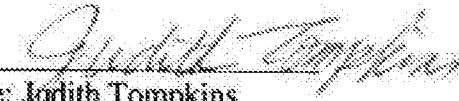
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the 2016 Guarantee and Collateral Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted herein are more fully set forth in the 2016 Guarantee and Collateral 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 deemed to conflict with the 2016 Guarantee and Collateral Agreement, the provisions of the 2016 Guarantee and Collateral Agreement shall control.

*[Remainder of page intentionally left blank]*

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

**SGE ENERGY SOURCING, LLC**

By: NRG RETAIL LLC, as sole member

By:   
Name: Judith Tompkins  
Title: Assistant Secretary

**XOOM ENERGY, LLC**

By: XOOM ENERGY GLOBAL HOLDINGS,  
LLC, as sole member

By: \_\_\_\_\_  
Name: Gaëtan Frotté  
Title: Treasurer

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

**SGE ENERGY SOURCING, LLC**

By: NRG RETAIL LLC, as sole member

By: \_\_\_\_\_

Name: Judith Tompkins

Title: Assistant Secretary

**XOOM ENERGY, LLC**

By: XOOM ENERGY GLOBAL HOLDINGS,  
LLC, as sole member

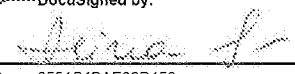
By: \_\_\_\_\_

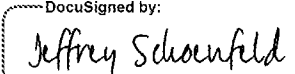
Name: ~~Gaelan Frote~~

Title: Treasurer

Accepted and Agreed:

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: 0554C4BAE86D450... Irina Golovashchuk  
Title: Vice President

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: 283D13D8CC9F4A6... Jeffrey Schoenfeld  
Title: Vice President



**SECURITY INTEREST RECORDATION FILINGS**

*Original Guarantee and Collateral Agreement*

| <b>Intellectual Property Security Agreement</b>   | <b>Recordation Details</b>                                |
|---|---|
| Intellectual Property Security Agreement dated February 2, 2006   | 3243/0914<br>February 9, 2006                             |
| Intellectual Property Security Agreement dated December 22, 2009  | 4118/0628<br>December 22, 2009                            |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated June 30, 2010    | 4234/0791<br>June 30, 2010<br>24620/0176<br>June 30, 2010 |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated January 31, 2011 | 4463/0940<br>January 31, 2011                             |

*2011 Guarantee and Collateral Agreement*

| <b>Intellectual Property Security Agreement</b>  | <b>Recordation Details</b>  |
|--|---|
| Intellectual Property Security Agreement dated July 1, 2011  | 4574/0236<br>July 1, 2011<br>4574/0246<br>July 1, 2011<br>4574/0256<br>July 1, 2011                               |
| Intellectual Property Security Agreement dated April 12, 2012  | 4760/0495<br>April 19, 2012   |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated April 30, 2012    | 4786/0165<br>May 23, 2012<br>4786/0491<br>May 23, 2012<br>4786/0517<br>May 23, 2012<br>V3616 D070<br>May 25, 2012 |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated August 21, 2012   | 4860/0608<br>September 13, 2012<br>4860/0628<br>September 13, 2012  |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated November 30, 2012 | 4929/0636<br>December 27, 2012  |

| Intellectual Property Security Agreement  | Recordation Details   |
|---|---|
|   | 4929/0672<br>December 27, 2012<br>December 27, 2012<br>4929/0691  |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated June 30, 2013    | 5061/0305<br>July 1, 2013<br>5061/0342<br>July 1, 2013<br>5061/0395<br>July 1, 2013<br>5061/0411<br>July 1, 2013<br>5061/0433<br>July 1, 2013 |
| Intellectual Property Security Agreement (Supplemental<br>Filing) dated September 13, 2013              | 5112/0367<br>September 16, 2013   |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated October 31, 2013 | 5143/0486<br>November 1, 2013   |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated January 31, 2014 | 5205/0262<br>January 31, 2014<br>5205/0274<br>January 31, 2014  |
| Intellectual Property Security Agreement dated April 28, 2014   | 5269/0535<br>April 28, 2014<br>5270/0546<br>April 29, 2014  |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated April 30, 2014   | 5272/0398<br>May 1, 2014  |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated July 31, 2014    | 5365/0539<br>September 18, 2014<br>33772/0419<br>September 18, 2014   |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated October 31, 2014 | 5392/0561<br>November 3, 2014   |
| Intellectual Property Security Agreement dated November 12, 2014  | 5401/0483<br>November 14, 2014  |
| After-Acquired Intellectual Property Security Agreement<br>(Supplemental Filing) dated January 31, 2015 | 5451/0157<br>February 2, 2015<br>34865/0380<br>February 2, 2015   |

| <b>Intellectual Property Security Agreement</b>  | <b>Recordation Details</b>                            |
|--|---|
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated April 30, 2015   | 5509/0822<br>May 4, 2015<br>35560/0243<br>May 4, 2015 |
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated July 31, 2015    | 5590/0567<br>August 3, 2015                           |
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated October 31, 2015 | 5663/0542<br>November 2, 2015                         |


***2016 Guarantee and Collateral Agreement***

| <b>Intellectual Property Security Agreement</b>  | <b>Recordation Details</b> |
|--|----------------------------|
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated July 5, 2016     | 5829/0870<br>July 7, 2016  |
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated November 6, 2018 | 6536/0142<br>11/12/2018    |
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated January 30, 2019 | 6548/0720<br>2/4/2019      |
| After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated October 30, 2019 | 6783/0345<br>11/1/2019     |

Schedule 2 to  
the Intellectual Property Security Agreement

**TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS**

| Mark   | Jurisdiction | Grantor                  | App. No.<br>Filing Date | Registration No.<br>Reg. Date |
|--|--------------|--------------------------|-------------------------|-------------------------------|
| STREAM GREEN   | USA          | SGE Energy Sourcing, LLC | 88/048145 / 7/23/2018   | 5858596 / 9/10/2019           |
| ECO+   | USA          | SGE Energy Sourcing, LLC | 88/129364 / 9/24/2018   | 5875630 / 10/1/2019           |
| PROTECTING THE PLANET, MADE SIMPLE   | USA          | SGE Energy Sourcing, LLC | 88/150124 / 10/10/2018  | 5875667 / 10/1/2019           |
| <br>Circle design (color) | USA          | SGE Energy Sourcing, LLC | 77/793157 / 7/30/2009   | 3770549 / 4/6/2010            |
| STREAM   | USA          | SGE Energy Sourcing, LLC | 86/630606 / 5/15/2015   | 5256767 / 8/1/2017            |
| FREE EVERYTHING  | USA          | SGE Energy Sourcing, LLC | 86/630601 / 5/15/2015   | 5355518 / 12/12/2017          |
| BUDGET POWER   | USA          | SGE Energy Sourcing, LLC | 87/919591 / 5/14/2018   | 5654247 / 1/15/2019           |
| <br>Circle design       | USA          | SGE Energy Sourcing, LLC | 78/728771 / 10/7/2005   | 3366794 / 1/8/2008            |
| XOOM ENERGY  | USA          | XOOM Energy, LLC         | 85/335647 / 6/1/2011    | 5481218 / 5/29/2018           |

|   |     |                          |                         |                       |
|---|-----|--------------------------|-------------------------|-----------------------|
| OUR TIME TO SERVE and design<br> | USA | XOOM Energy, LLC         | 86/488021<br>12/22/2014 | 4924002<br>03/22/2016 |
| STREAM ENERGY   | USA | SGE Energy Sourcing, LLC | 78/728783<br>10/07/2005 | 3442457<br>06/03/2008 |
| SET IT AND FORGET IT  | USA | XOOM Energy, LLC         | 87/672892<br>11/06/2017 | 5623954<br>12/04/2018 |

### PATENTS AND PATENT APPLICATIONS

None.

### COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.