

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPL Corporation		01/15/2002	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PPL Properties, Inc.		
Street Address:	3993 Howard Hughes Parkway		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75904405	PPL	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	1585 Broadway		
Address Line 2:	Trademark File Room (18-106)		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	58019-096		
NAME OF SUBMITTER:	Adam D. Siegartel		
Signature:	/Adam D. Siegartel/		
Date:	10/10/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, PPL Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania, whose address is Two North Ninth Street, Allentown, Pennsylvania 18101-1179 (hereinafter "Assignor"), is the owner of the trademark PPL and U.S. Application Serial No. 75/904,405, filed January 28, 2000; and

WHEREAS, PPL Properties, Inc., a corporation organized under the laws of the State of Delaware, whose address is 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89109 (hereinafter "Assignee"), a subsidiary of Assignor desires to acquire all right, title and interest in said trademark and the application thereof;

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1 Assignment. Subject to the terms hereof, Assignor does hereby contribute, assign, set over, and transfer to said Assignee the entire right, title and interest in and to the said trademark PPL and U.S. Application Serial No. 75/904,405, together with the goodwill connected with the use of and symbolized by the trademark, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the trademark registration may be renewed or reissued, as fully or entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said trademark and trademark registration, with the right to sue for and collect the same for its own use and behalf, and for the use of its successors, or other legal representatives.

2. Representation of Assignor. Assignor represents that it is the owner of the trademark and application conveyed hereby, and has good and marketable title thereto.
3. Approvals. The validity of this Agreement is specifically contingent upon the receipt of any and all necessary regulatory and other governmental approvals
4. Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws principles.
5. Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall be deemed the same instrument.

[signature page follows]

IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed and its seal to be affixed by its duly authorized officer, this 15th day of January, 2002

PPL CORPORATION

Signature: James E. Abel
Name: James E. Abel
Title: Vice President - Finance and Treasurer
Date: 1/15/2002

(Seal)

Commonwealth
State of Pennsylvania
County of Lehigh) SS

On this 15th day of January, 2002, before me appeared James E. Abel, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of corporation and with the authorization of said corporation.

Francine A. Greenzweig
(Signature of Notary Public)

My commission expires October 29, 2002

NOTARIAL SEAL
FRANCINE A. GREENZWEIG, Notary Public
City of Allentown, Lehigh County, PA
My Commission Expires Oct. 29, 2002

ACCEPTED AND ACKNOWLEDGED
PPL PROPERTIES, INC

Signature: Christopher Mangle
Name: Christopher Mangle
Title: Vice President
Date: January 16, 2002

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