

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPL Electric Utilities Corporation	FORMERLY PP&L, Inc.	06/19/2001	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PPL Properties, Inc.		
Street Address:	3773 Howard Hughes Parkway		
Internal Address:	Suite 300		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75375295	PPL ENERGYPLUS	
Serial Number:	75375294	PPL PP&L ENERGYPLUS	
Serial Number:	75922240	PPL	
Registration Number:	2418744	STABIL-FILL	
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:	Proskauer Rose Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	58019-098		

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NAME OF SUBMITTER:	Adam D. Siegartel
Signature:	/Adam D. Siegartel/
Date:	10/10/2006
Total Attachments: 4 source=PPL Elec Util to PPL Properties Assignment#page1.tif source=PPL Elec Util to PPL Properties Assignment#page2.tif source=PPL Elec Util to PPL Properties Assignment#page3.tif source=PPL Elec Util to PPL Properties Assignment#page4.tif	

SKY
OPY

TRADEMARK ASSIGNMENT

WHEREAS, PPL Electric Utilities Corporation (formerly known as PP&L, Inc.), 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 applications and registration attached hereto as Exhibit A; and

WHEREAS, PPL Properties, Inc., a corporation organized under the laws of the State of Delaware, whose address is 3773 Howard Hughes Parkway, Suite 300 North, Las Vegas, NV 89109 (hereinafter "Assignee"), desires to acquire all right, title and interest in said trademarks and the applications and registration thereof;

NOW, THEREFORE, for consideration in the amount of \$5,311,468, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

.. Assignment. Subject to the terms hereof, Assignor does hereby sell, assign, set over, and transfer to said Assignee the entire right, title and interest in and to the said trademark applications and registration, together with the goodwill connected with the use of and symbolized by the trademarks, 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 registrations 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 trademarks and trademark registrations, 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. Reservation of Rights. Assignor reserves for itself a royalty-free, perpetual right and license to use trademark registration number 75/922,240 for any and all of its business activities.

3. Representation of Assignor. Assignor represents that it is the owner of the trademarks, applications and registration conveyed hereby, and has good and marketable title thereto.

4. Approvals. The validity of this Agreement is specifically contingent upon the receipt of any and all necessary regulatory and other governmental approvals.

5. Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws principles.

6. Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall be deemed the same instrument.

IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed and its seal to be affixed by its duly authorized officer, this 19th day of JUNE, 2001

PPL ELECTRIC UTILITIES CORPORATION

Signature: *Michael E. Bray*

Name: Michael E. Bray

President

June 19, 2001

(Seal)

State of Pennsylvania
County of Lehigh) SS:

On this 20th day of June, 2001, before me appeared Michael E. Bray, 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

ACCEPTED AND ACKNOWLEDGED

PPL PROPERTIES, INC.

Signature: *Christopher M. ...*

Name: Christopher M. ...

Title: Vice President

Date: June 18, 2001

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

EXHIBIT A

Mark	Serial No./Reg. No.	Filing Date/Reg. Date
PPL ENERGYPLUS	75/375,295	October 17, 1997
PP&L ENERGYPLUS & Design	75/375,294	October 17, 1997
STABIL-FILL	2,418,744	January 9, 2001
PPL & Design	75/922,240	February 18, 2000

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