

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	MERGER			
EFFECTIVE DATE:	12/31/2011			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	PPL PROPERTIES, INC.		12/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	PPL ENERGY FUNDING CORPORATION			
Street Address:	Two North Ninth Street			
Internal Address:	c/o PPL Services Corporation			
City:	Allentown			
State/Country:	PENNSYLVANIA			
Postal Code:	18101			
Entity Type:	CORPORATION: PENNSYLVANIA			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3348934	PPL PP&L ENERGYPLUS	
	Registration Number:	3325030	PPL ENERGYPLUS	
CORRESPONDENCE DATA				
Fax Number:	2129692900			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-969-3000			
Email:	trademark@proskauer.com			
Correspondent Name:	Adam D. Siegartel			
Address Line 1:	Proskauer Rose LLP			
Address Line 2:	Eleven Times Square			
Address Line 4:	New York, NEW YORK 10036-8299			
ATTORNEY DOCKET NUMBER:	59228-011			

CH \$65.00 3348934

NAME OF SUBMITTER:	Adam D. Siegartel
Signature:	/Adam D. Siegartel/
Date:	12/11/2013
Total Attachments: 7 source=MERGER#page1.tif source=MERGER#page2.tif source=MERGER#page3.tif source=MERGER#page4.tif source=MERGER#page5.tif source=MERGER#page6.tif source=MERGER#page7.tif	

**PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU**

**Articles/Certificate of Merger
 (15 Pa.C.S.)**

- Domestic Business Corporation (§ 1926)
 Domestic Nonprofit Corporation (§ 5926)
 Limited Partnership (§ 8547)

Name _____
 Address **CT COUNTER**
 City 8340320 State SO Zip Code PA 1

Commonwealth of Pennsylvania
 ARTICLES OF MERGER-BUSINESS 7 Page(s)



Fee: \$150 plus \$40 additional for each
 Party in additional to two

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
PPL Energy Funding Corporation

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
c/o PPL Services Corporation, Two North Ninth Street, Allentown, PA			18101	Lehigh

(b) Name of Commercial Registered Office Provider _____ County _____
 c/o _____

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County

(b) Name of Commercial Registered Office Provider _____ County _____
 c/o _____

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip

2011 DEC 22 PM 4:31
 PA DEPT OF STATE

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
PPL Properties, Inc.	Not qualified to do business in Pennsylvania.		

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: December 31, 2011 at 11:59 p.m.

Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
PPL Energy Funding Corporation	Adopted by the directors and shareholders pursuant to 15 Pa.C.S. § 1924(a)

6. ~~Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger.~~
 The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is:

Number and street	City	State	Zip	County

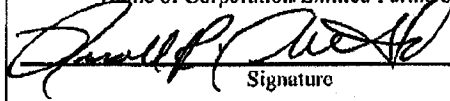
IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

21st day of December,

2011

PPL Energy Funding Corporation

Name of Corporation/Limited Partnership



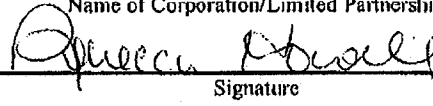
Signature

Russell R. Clelland, Assistant Treasurer

Title

PPL Properties, Inc.

Name of Corporation/Limited Partnership



Signature

Rebecca Howell, VP, Secretary and Assistant Treasurer

Title

AGREEMENT AND PLAN OF MERGER

MERGING

PPL PROPERTIES, INC.
(a Delaware Corporation)

WITH AND INTO

PPL ENERGY FUNDING CORPORATION
(a Pennsylvania Corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "*Agreement*"), effective as of December 31, 2011, is entered into between PPL Energy Funding Corporation, a Pennsylvania corporation (*the "Company"*), and PPL Properties, Inc. ("*Properties*"), a Delaware corporation. The Company and Properties are hereinafter sometimes collectively referred to as the "*Constituent Corporations.*"

WITNESSETH:

WHEREAS, the Company is a duly organized and validly existing corporation under the laws of the Commonwealth of Pennsylvania;

WHEREAS, Properties is a duly organized and validly existing corporation under the laws of the State of Delaware;

WHEREAS, the Board of Directors of the Company has determined that it is advisable and in the best interests of the Company for Properties to merge with and into the Company, with the Company continuing as the surviving corporation upon the terms and subject to the conditions set forth in this Agreement, and has adopted and approved this Agreement in accordance with Section 1924(a) of the Pennsylvania Business Corporation Law; and

WHEREAS, the sole shareholder of the Company has determined that it is advisable and in the best interests of the Company for Properties to merge with and into the Company, with the Company continuing as the surviving corporation upon the terms and subject to the conditions set forth in this Agreement, and has adopted and approved this Agreement in accordance with Section 1924(a) of the Pennsylvania Business Corporation Law; and

WHEREAS, the Board of Directors of Properties has determined that it is advisable and in the best interests of Properties for it to merge with and into the Company, with the Company continuing as the surviving corporation upon the terms and subject to the conditions set forth in this Agreement, and has adopted and approved this Agreement in accordance with Section 251(b) of the Delaware General Corporation Law; and

WHEREAS, the sole stockholder of Properties has adopted and approved this Agreement in accordance with Section 251(c) of the Delaware General Corporation Law; and

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, the Constituent Corporations hereby agree as follows:

1. Merger. Properties shall be merged with and into the Company (the "Merger") such that the Company shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the Commonwealth of Pennsylvania, as well as the State of Delaware, such that the Merger becomes effective at 11:59 p.m. on December 31, 2011 (the "Effective Time").

2. Governing Documents. The Articles of Incorporation and Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation without change or amendment.

3. Officers and Directors. The persons who are officers and directors of the Company immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. Succession. At the Effective Time, the separate corporate existence of Properties shall cease. At the Effective Time (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations, and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock and all other things in action, shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Properties such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Properties, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on

behalf of Properties or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Capital Stock.

(a) Each share of Common Stock of Properties issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist.

(b) Each share of Common Stock of the Company issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and shall remain outstanding as a share of Common Stock of the Surviving Corporation.

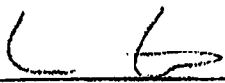
7. Amendment. The parties hereto, by mutual consent of their respective Board of Directors may amend, modify or supplement this Agreement prior to the Effective Time.

8. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the choice or conflict of law provisions contained therein.

IN WITNESS WHEREOF, PPL Energy Funding Corporation and PPL Properties, Inc. have caused this Agreement to be executed and delivered as of the date first written above.

PPL ENERGY FUNDING CORPORATION

By: 
Paul A. Farr
Vice President

PPL PROPERTIES, INC.

By: _____
Russell R. Clelland
President

g:\steno\subs\ppl energy funding\properties agmt and plan of merger.doc

behalf of Properties or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Capital Stock.

(a) Each share of Common Stock of Properties issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist.

(b) Each share of Common Stock of the Company issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and shall remain outstanding as a share of Common Stock of the Surviving Corporation.

7. Amendment. The parties hereto, by mutual consent of their respective Board of Directors may amend, modify or supplement this Agreement prior to the Effective Time.

8. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.


9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the choice or conflict of law provisions contained therein.

IN WITNESS WHEREOF, PPL Energy Funding Corporation and PPL Properties, Inc. have caused this Agreement to be executed and delivered as of the date first written above.

PPL ENERGY FUNDING CORPORATION

By: _____
Paul A. Farr
Vice President

PPL PROPERTIES, INC.

By: 
Russell R. Clelland
President

g:\steno\subs\ppl energy funding\properties agmt and plan of merger.doc