

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/31/2011		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PPL Properties, Inc.		12/21/2011	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PPL Energy Funding Corporation		
<b>Street Address:</b>	Two North Ninth Street		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18101		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75904405	PPL	
<b>Serial Number:</b>	75922240	PPL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2109787487		
<b>Email:</b>	venisa.dark@haynesboone.com		
<b>Correspondent Name:</b>	Venisa Dark		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	56395.01_84011		
<b>NAME OF SUBMITTER:</b>	Adam Siegartel		
<b>SIGNATURE:</b>	/Adam Siegartel/		
<b>DATE SIGNED:</b>	03/15/2019		
<b>Total Attachments: 7</b>			
source=2011-12-22 PPL Energy Funding Corporation Certificate of Merger#page1.tif			
source=2011-12-22 PPL Energy Funding Corporation Certificate of Merger#page2.tif			
source=2011-12-22 PPL Energy Funding Corporation Certificate of Merger#page3.tif			

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Entity #: 324358  
Date Filed: 12/22/2011  
Effective Date: 12/31/2011  
Carol Aichele  
Secretary of the Commonwealth

**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	<b>CT - COUNTER</b>		
Address	<b>CT - COUNTER</b>		
City	State	Zip Code	
8340320	SO 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: <b>PPL Energy Funding Corporation</b>					
2. Check and complete one of the following:					
<input checked="" type="checkbox"/> 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					
<input type="checkbox"/> 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					
<input type="checkbox"/> 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



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

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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.

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(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.

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By: \_\_\_\_\_  
Paul A. Farr  
Vice President

PPL PROPERTIES, INC.

By:   
Russell R. Clelland  
President

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