TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM514537

Stylesheet Version v1.2

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	
City:	Allentown	
State/Country:	PENNSYLVANIA	
Postal Code:	18101	
Entity Type:	Corporation: PENNSYLVANIA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75904405	PPL
Serial Number:	75922240	PPL

CORRESPONDENCE DATA

Fax Number: 2142000853

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.

Phone: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	56395.01_84011
NAME OF SUBMITTER:	Adam Siegartel
SIGNATURE:	/Adam Siegartel/
DATE SIGNED:	03/15/2019

Total Attachments: 7

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	AT COUNTED	∧ T	Name
Address	CI - COUNTER		Address
City	8340320 So PA 1	834	City _

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



Pee: \$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 PPL Energy Funding Corporation	partnership surviving	the merger is:		
2. Check and complete one of the follow. The surviving corporation/limited the (a) address of its current registed provider and the county of venue is conform to the records of the Department.	partnership is a domest cred office in this Comest (the Department is he	monwealth or (b):	name of its com	mercial registered office
(a) Number and Street	City	State	Zip	County
c/o PPL Services Corporation, Two No		town PA	18101	Lehigh
The surviving corporation/limited partnership incorporated/formed ut office in this Commonwealth or (b Department is hereby authorized to (a) Number and Street	nder the laws of) name of its commerc	and t	he (a) address o e provider and t	f its current registered he county of venue is (the
(b) Name of Commercial Registers c/o The surviving corporation/limited partnership incorporated/formed unlaws of such domioillary jurisdiction Number and Street	partnership is a nonquander the laws of	and the		
			-	

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PA DEPT OF STATE

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DSCB:1	5-1926	/5926/	8547_2
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 The name and the address of the provider and the county of vene qualified foreign business/nonpi follows: 	to of each other domestic	business/nonprofit corr	oration/limited	partnership and
Name Registered Off PPL Properties, Inc. Not qualified	ice Address Comme to do business in Pennsylv	erolal Registered Office	e Provider	County
A Check and if any and it	Later Call C II			
4. Check, and if appropriate comp	_			
The plan of merger shall be of				partment of State.
The plan of merger shall be ef	fective on: December 31,	2011 at 11:59 p.m. Hou		
	Date		· · · · · · · · · · · · · · · · · · ·	
5. The manner in which the plan of	fmorrar yma adapted by	ash damastla samasat	lantimited and	andrin is as fallows:
	i morger was adopted by e			iorship is as tonows:
Namo PPL Energy Funding Corporation	Adonted by the d	Manner of Adoption rectors and shareholde		5 Pa.C.S. 8 1924(a)
,	. taspita sy ale a		o paramit to	7 1 110,0. 3 132,(1)
6 Stalks and this programs hiften f	·	1		
 Strike out this paragraph if no for The plan was authorized, adopted 	ed or approved, as the case	may be, by the foreign	n business/nonp	rofit
corporation/limited partnership the plan in accordance with the	or each of the foreign bus laws of the jurisdiction in	iness/nonprofit corpor which it is incorporate	ations/limited pr d/organized.	artnerships) party to
1. Check, and if appropriate comp.	lete, one of the following:			
The plan of merger is set forth	in full in Exhibit A attact	ed hereto and made a	part hereof.	
Pursuant to 15 Pa.C.S. § 1901, if any, of the plan of merger th Incorporation/Certificate of Lis subsequent to the effective date. The full text of the plan of mer	/§ 8547(b) (relating to om at amend or constitute the mited Partnership of the st e of the plan are set forth it ger is on file at the princip	ission of certain provis operative provisions o rviving corporation/lin n full in Exhibit A atta	ions from filed properties of the Articles of mited partnership ched hereto and	p as in effect made a party hereof.
partnership, the address of whi	ch is.			
Number and street	City	State	Zip	County
		•		

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DSCB: 15-1926/5926/8547-3

IN TESTIMONY WHERBOR, 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
Thull of water
Signuturo
Russell R. Clelland, Assistant Treasurer
Title
PPL Properties, Inc.
Name of Corporation/Limited Partnership
Direcci Lowell
Signature
Rebecca Howell, VP, Scoretary and Assistant Treasurer
Title

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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. <u>Governing Documents</u>. 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. <u>Succession.</u> 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. <u>Further Assurances</u>. 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. <u>Amendment</u>. 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. <u>Counterparts</u>. 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.

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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.

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. <u>Counterparts</u>. 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.

Russell R. Clelland

President

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