

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM811354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talen Generation, LLC		05/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Trustee		
Street Address:	388 Greenwich Street		
Internal Address:	4th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3935030	ROYAL MANCHESTER GOLF LINKS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		
DATE SIGNED:	05/18/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Talen Generation, LLC, a Delaware limited liability company (the “Grantor”) has applied for registered trademarks and has been granted registered trademarks in the United States Patent and Trademark Office, and is the owner of the trademarks listed in the attached Schedule of Trademarks and Trademark Applications (the “Trademark Collateral”);

WHEREAS, pursuant to (i) the Collateral Trust Agreement, dated as of May 17, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Collateral Trust Agreement”), by and among Talen Energy Supply, LLC, a Delaware limited liability company (the “Company”), Citibank, N.A., as the collateral trustee (in such capacity, the “Collateral Trustee”) and the other parties thereto and (ii) the Security Agreement, dated as of May 17, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Security Agreement”), by and among the Collateral Trustee, the Grantor and the other parties thereto, the Grantor has granted certain security interests in favor of the Collateral Trustee for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Collateral Trustee and the Secured Parties to execute this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Trustee for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in (i) all of the right, title and interest in, to and under the Trademark Collateral, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Trademark Collateral and (iii) all rights to sue at law or in equity for any infringement or other impairment of any of the Trademark Collateral, as collateral security for the payment in full when due of the First Lien Obligations (as defined in the Collateral Trust Agreement).

Section 2. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 3. Waiver of Jury Trial. The Grantor hereto irrevocably and unconditionally waives (to the extent permitted by applicable law) trial by jury in any legal action or proceeding relating to this Trademark Security Agreement and for any counterclaim therein.

Section 4. Submission to Jurisdiction; Waivers. The Grantor hereto hereby irrevocably and unconditionally:

- a. submits for itself and its property in any legal action or proceeding relating to this Trademark Security Agreement to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives (to the extent permitted by applicable law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by delivering or by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address referred to in Section 8.02 of the Security Agreement or at such other address of which the Collateral Trustee shall have been notified pursuant thereto;

d. agrees that nothing herein shall affect the right of any Secured Party to effect service of process in any other manner permitted by law or shall limit the right of any Secured Party to sue in any other jurisdiction;

e. subject to the applicable provisions of the First Lien Documents (as defined in the Collateral Trust Agreement or, if the Collateral Trust Agreement is no longer in effect, the applicable First Lien Document), waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 4 any special, exemplary, punitive or consequential damages; and

f. agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law (as defined in the Collateral Trust Agreement or, if the Collateral Trust Agreement is no longer in effect, the applicable First Lien Document).

Section 5. Security Agreement. Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

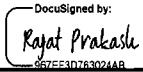
Section 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar applicable state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

Date: May 17, 2023

GRANTOR

TALEN GENERATION, LLC

By: 
Name: Rajat Prakash
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008076 FRAME: 0238

Acknowledged:

CITIBANK, N.A.,
as Collateral Trustee

By: Edwin De La Cruz
Name: Edwin De La Cruz
Title: Senior Trust Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008076 FRAME: 0239

SCHEDULE OF
TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATIONS:

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
TALEN GENERATION, LLC	ROYAL MANCHESTER GOLF LINKS	77755440	9-Jun-09	3935030	22-Mar-11

APPLICATIONS:

None.