

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343009

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|---|---------------------------------------|-----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PPL Generation, LLC | | 06/01/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A., as Collateral Trustee | | |
| Street Address: | 580 Crosspoint Pkwy | | |
| City: | Getzville | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14068 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3935030 | ROYAL MANCHESTER GOLF LINKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | marina.kelly@thomsonreuters.com | | |
| Correspondent Name: | Elaine Carrera, Legal Assistant | | |
| Address Line 1: | 80 Pine Street | | |
| Address Line 2: | c/o Cahill Gordon & Reindel LLP | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| NAME OF SUBMITTER: | Elaine Carrera, Legal Assistant | | |
| SIGNATURE: | /Marina Kelly, Thomson Reuters/ | | |
| DATE SIGNED: | 06/01/2015 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 3935030

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 1, 2015, is made by PPL GENERATION, LLC, a Delaware limited liability company, located at 835 Hamilton Street, Suite 150, Allentown, PA 18101-1179 (the “Grantor”), in favor of CITIBANK, N.A., a national banking association, as Administrative Agent (in such capacity, including any permitted successor thereto, the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of June 1, 2015 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PPL ENERGY SUPPLY, LLC, a Delaware limited liability company and parent of the Grantor (the “Borrower”), CITIBANK, N.A., as Administrative Agent and as collateral trustee (in such capacity, including any permitted successor thereto, the “Collateral Trustee”) and the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders are willing to extend credit to the Borrower on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Subsidiaries of the Borrower from time to time party thereto and the Collateral Trustee are parties to the Guarantee and Collateral Agreement, dated as of June 1, 2015 (as further amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Grantor’s right, title and interest in, to and under the Trademarks (including, without

limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

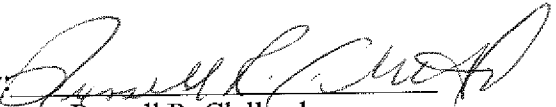
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

PPL GENERATION, LLC,
as Grantor

By: 
Name: Russell R. Clelland
Title: Vice President and Treasurer

CITIBANK, N.A.
as Administrative Agent for the Lenders

By: 

Name: Ross MacIntyre

Title: Vice President and Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

| Title | Owner | Reg. No./App. No. |
|-----------------------------|---------------------|--------------------------|
| ROYAL MANCHESTER GOLF LINKS | PPL Generation, LLC | 3,935,030 |