

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talen Generation, LLC		06/06/2022	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:	National Banking 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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1709109 TM		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	06/10/2022		
Total Attachments: 5			
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EXECUTION VERSION

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 6, 2022, is made by TALEN GENERATION, LLC, a Delaware limited liability company (the “Grantor”), in favor of CITIBANK, N.A., as Collateral Trustee (as defined below) for the First-Lien Secured Parties (as defined in the Collateral Trust Agreement (as defined below) party to the Superpriority Secured Debtor-In-Possession Collateral Trust and Intercreditor Agreement, dated as of May 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”), by and among, *inter alios*, TALEN ENERGY SUPPLY, LLC, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “Borrower”), the Subsidiaries of the Borrower party thereto, as guarantors (the “Subsidiary Guarantors”), CITIBANK, N.A., as collateral trustee (in such capacity, including any permitted successor thereto, the “Collateral Trustee”) and the First-Lien Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Financing Documents, the First-Lien Secured Parties are willing to extend credit or make other financial accommodations to the Borrower on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Collateral Trust Agreement, the Borrower, the Subsidiary Guarantors and the Collateral Trustee are parties to the Debtor-In-Possession Guarantee and Collateral Agreement, dated as of May 11, 2022 (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 Collateral Trustee for the benefit of the First-Lien Secured Parties 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 First-Lien Secured Parties to provide financial accommodations to the Credit Parties pursuant to the Financing Documents, the Grantor agrees, for the benefit of the Collateral Trustee and the First-Lien Secured Parties, 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 Collateral Trust 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 Collateral Trustee for the benefit of the First-Lien Secured Parties 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 First-Lien Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

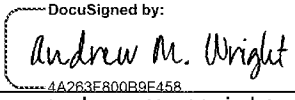
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the First-Lien Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the applicable Financing Documents, the Collateral Trust Agreement 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.

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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.


TALen GENERATION, LLC,
as Grantor

By: 
Name: Andrew M. wright
Title: General Counsel and secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007748 FRAME: 0664

CITIBANK, N.A.

By: 
Name: Dale Goncher
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

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

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