

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldman, Sachs & Co. | | 04/30/2013 | LIMITED PARTNERSHIP: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Commonwealth Annuity and Life Insurance Company | | |
| Street Address: | 132 Turnpike Road, Suite 110 | | |
| City: | Southborough | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01172 | | |
| Entity Type: | licensed insurance company: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3421348 | COMMONWEALTH ANNUITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129096836 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-909-6000 | | |
| Email: | trademarks@debevoise.com | | |
| Correspondent Name: | Benjamin T. Lawson, Esq. | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | Debevoise & Plimpton LLP | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 19690-1091 | | |
| NAME OF SUBMITTER: | Benjamin T. Lawson | | |
| Signature: | /Benjamin T. Lawson/ | | |

CH \$40.00 3421348

Date:

05/15/2013

Total Attachments: 4

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ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of April 30, 2013 by Goldman, Sachs & Co., a limited partnership organized under the laws of the State of New York ("Assignor") to Commonwealth Annuity and Life Insurance Company, a licensed insurance company domiciled in the Commonwealth of Massachusetts ("Assignee").

WHEREAS, The Goldman Sachs Group, Inc., a Delaware corporation, Global Atlantic Financial Group, a Cayman Islands exempted company, Global Atlantic Financial Life Limited, a Cayman Islands exempted company, and Ariel Re (Holdings) Limited, a Cayman Islands exempted company are parties to a Separation Agreement, dated as of April 30, 2013 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the mark set forth on Schedule I hereto and incorporated by reference herein, which is registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, and those other marks set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than the Assumed Liabilities and Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement

and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[Signature page follows]

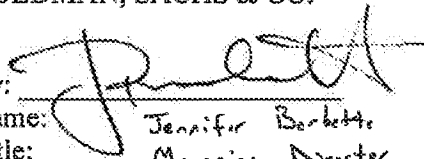
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

GOLDMAN, SACHS & CO.

By:

Name:

Title:


Jennifer Barlette
Managing Director

[Signature Page --Trademark Assignment - GS & Co. to Commonwealth]

23862084

TRADEMARK
REEL: 005028 FRAME: 0187

SCHEDULE I

| <u>Trademark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------------|-----------------|------------------|
| COMMONWEALTH ANNUITY | 3,421,348 | May 6, 2008 |