

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New York Life Insurance Company		04/14/2015	mutual insurance company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John Hancock Retirement Plan Services, LLC		
<b>Street Address:</b>	601 Congress Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1983844	401(K) COMPLETE	
<b>Registration Number:</b>	1983846	BENEFITS COMPLETE	
<b>Registration Number:</b>	2106662	DB COMPLETE	
<b>Registration Number:</b>	2119548	CLIENT ACCESS	
<b>Registration Number:</b>	2202378	PARTICIPANT ACCESS	
<b>Registration Number:</b>	2908334	401(K) OPPORTUNITY	
<b>Registration Number:</b>	4219612	MY LIFE NOW	
<b>Registration Number:</b>	4392648	MY LIFE NOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178327000		
<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>			
<b>Phone:</b>	6178321000		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Jenevieve J. Maerker, Esq.		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 2:</b>	Seaport West		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	04310.00002		

OP \$215.00 1983844

<b>NAME OF SUBMITTER:</b>	Jenevieve J. Maerker, Esq.
<b>SIGNATURE:</b>	/Jenevieve J. Maerker, Esq./
<b>DATE SIGNED:</b>	04/28/2015
<b>Total Attachments: 5</b> source=Trademark Assignment Agreement #page1.tif source=Trademark Assignment Agreement #page2.tif source=Trademark Assignment Agreement #page3.tif source=Trademark Assignment Agreement #page4.tif source=Trademark Assignment Agreement #page5.tif	

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of April 14, 2015 (the "Effective Date"), is by and between New York Life Insurance Company, a New York mutual insurance company ("Assignor"), and John Hancock Retirement Plan Services, LLC, a Massachusetts limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Master Transaction Agreement (defined herein below).

**WHEREAS**, pursuant to the Master Transaction Agreement dated as of December 23, 2014, by and among New York Life Investment Management, LLC, NYL Executive Benefits LLC, NYLIFE Distributors LLC, and New York Life Trust Company, and Assignee and New York Life Investment Management Holdings LLC and The Manufacturers Investment Corporation (the "Master Transaction Agreement"), Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the trademarks, trademark applications, and registrations set forth on Schedule A hereto (collectively, the "Assigned Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations

assigned herein; and (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

4. Agreement Subject to Master Transaction Agreement. This Assignment is made pursuant to the terms of the Master Transaction Agreement. In the event of any inconsistency or conflict between any provisions of this Assignment, on the one hand, and any provision of the Master Transaction Agreement, on the other hand, the provisions of the Master Transaction Agreement shall govern.

5. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Master Transaction Agreement.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

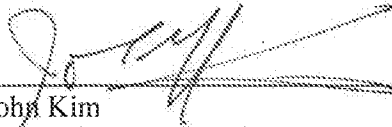
8. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in New York, New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

**NEW YORK LIFE INSURANCE COMPANY**



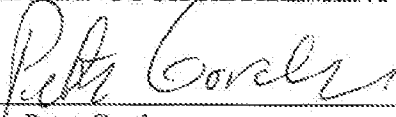
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By: John Kim  
Title: Chief Investment Officer

Signature Page to Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 005505 FRAME: 0461**

JOHN HANCOCK RETIREMENT PLAN SERVICES, LLC

A handwritten signature in cursive script, appearing to read "Peter Gordon", written over a horizontal line.

By: Peter Gordon  
Title: President

Signature Page to Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 005505 FRAME: 0462**

SCHEDULE A TO TRADEMARK ASSIGNMENT

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/Company</b>	<b>Status</b>
401(K) COMPLETE	74-670051	May 5, 1995	1,983,844	July 2, 1996	New York Life Insurance Company (New York Corp.)	Renewed
401(K) OPPORTUNITY	78-255800	May 29, 2003	2,908,334	December 7, 2004	New York Life Insurance Company (New York Corp.)	Renewed
BENEFITS COMPLETE	74-670079	May 5, 1995	1,983,846	July 2, 1996	New York Life Insurance Company (New York Corp.)	Renewed
CLIENT ACCESS	75-194034	November 6, 1996	2,119,548	December 9, 1997	New York Life Insurance Company (New York Corp.)	Renewed
DB COMPLETE	75-125639	June 26, 1996	2,106,662	October 21, 1997	New York Life Insurance Company (New York Corp.)	Renewed
MY LIFE NOW MY LIFE NOW	85-103426	August 9, 2010	4,392,648	August 27, 2013	New York Life Insurance Company (New York Corp.)	Registered
MY LIFE NOW	85-977311	August 9, 2010	4,219,612	October 2, 2012	New York Life Insurance Company (New York Corp.)	Registered
PARTICIPANT ACCESS	75-305120	June 9, 1997	2,202,378	November 3, 1998	New York Life Insurance Company (New York Corp.)	Renewed SUPPLE MENTAL REGISTE R