

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM362914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viability Advisory Group, LLC		11/10/2015	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Massachusetts Mutual Life Insurance Company		
Street Address:	1295 State Street		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01111		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86618190	VIABILITY ADVISORY GROUP	
Serial Number:	86618179	THE REVEAL VIABILITY PROGRAM	
Serial Number:	86618185	REVEALING VIABLE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	212-641-2213		
Email:	rhea@fr.com		
Correspondent Name:	Michelle Lee		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	07718-0215001		
NAME OF SUBMITTER:	Michelle B. Lee		
SIGNATURE:	/Michelle Lee/		
DATE SIGNED:	11/18/2015		
Total Attachments: 5			
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Trademark Assignment

This Trademark Assignment ("**Assignment**"), dated as of November 10, 2015, is by and between VIABILITY ADVISORY GROUP, LLC, a Connecticut limited liability company ("**Assignor**"), and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of November 10, 2015 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed, among other things, to sell, assign, transfer, convey and deliver to Assignee, and Assignee had agreed to purchase, acquire and accept from Assignor, all of Assignor's right title and interest in and to the Trademark applications listed on Schedule A attached hereto and incorporated herein (the "**Assigned Trademarks**").

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

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee:

- (a) all right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith;
- (b) all or any portion of the Assignor's business with which the Assigned Trademarks are intended to be used, which business is ongoing and existing; and
- (c) all rights and remedies for past, present and future infringement, misappropriation or other violation thereof.

Assignor does further consent to the recordation of this Assignment by Assignee with the United States Patent and Trademark Office.

3. Further Assurances. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the registration and the renewal of the Assigned Trademarks, and Assignor shall have no obligation to pay any registration costs and/or renewal fees which

become due for the Assigned Trademarks after the date hereof. Assignee shall be responsible for preparing and translating any documents that Assignee records to perfect its right, title and interest in the Assigned Trademarks in any jurisdiction and all costs and fees associated with such recordation documents, provided, however, Assignor shall cooperate with Assignee and execute such instruments and documents and take such other actions as may be reasonably requested by Assignee to effectuate the assignment of the Assigned Trademarks to Assignee hereunder including, but not limited to, any documents required to be filed with the United States Patent and Trademark Office in perfecting Assignee's right, title and interest in the Assigned Trademarks.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. No Modification of the Purchase Agreement. Nothing contained herein shall release Assignor or assignee from any of their respective obligations under the Purchase Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any other representations, warranties, covenants, agreements and indemnities of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIABILITY ADVISORY GROUP,
LLC

By *Kyle O'Toole*

Name: *Kyle O'Toole*

Title: *Manager*

MASSACHUSETTS MUTUAL
LIFE INSURANCE COMPANY

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIABILITY ADVISORY GROUP,
LLC

By _____

Name:

Title:

MASSACHUSETTS MUTUAL
LIFE INSURANCE COMPANY

By Elaine A. Sarsynski

Name: Elaine Sarsynski

Title: Executive Vice President

SCHEDULE A
TRADEMARK

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
VIABILITY ADVISORY GROUP	86618190	Pending Registration
THE REVEAL VIABILITY PROGRAM	86618179	Pending Registration
REVEALING VIABLE SOLUTIONS	86618185	Pending Registration