

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACM Trademarks, LLC		12/08/2016	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	Athene USA Corporation		
Street Address:	7700 Mills Civic Parkway		
City:	West Des Moines		
State/Country:	IOWA		
Postal Code:	50266-3862		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87178692	ATHENE MAX OPPORTUNITY	
Serial Number:	87166854	ATHENE GUARANTEED GROWTH AND INCOME	
Serial Number:	87127893	ATHENE INDEX U	
Serial Number:	87105716	ATHENE INDEX U	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	3105513450		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan A, Hyman		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Jonathan A. Hyman		
SIGNATURE:	/JHH/		
DATE SIGNED:	12/08/2016		
Total Attachments: 3			
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TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of December 8, 2016, by and between ACM Trademarks, LLC, an Iowa limited liability company, having a place of business at 7700 Mills Civic Parkway, West Des Moines, Iowa 50266 (hereinafter "ASSIGNOR") and Athene USA Corporation, an Iowa corporation, having a place of business at 7700 Mills Civic Parkway, Des Moines, Iowa 50266-3862 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, or use through a licensee, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations, worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks, and such portion of ASSIGNOR's business is ongoing and existing.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which ASSIGNOR acknowledges, ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (a) the Trademarks set forth in Schedule A;
- (b) the Registrations set forth in Schedule B; and
- (c) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;


together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain, and such portion of ASSIGNOR's business is ongoing and existing.

2. Attorney In Fact. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.


3. Counterparts. This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR
ACM TRADEMARKS, LLC

By: 
Name: Edward C. "Ted" Poulsen
Title: Vice President
Date: December 8, 2016

ASSIGNEE
ATHENE USA CORPORATION

By: 
Name: Erik Askelsen
Title: SVP, General Counsel & Secretary
Date: December 8, 2016


SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A -- Trademarks

ATHENE MAX OPPORTUNITY
ATHENE GUARANTEED GROWTH AND INCOME
ATHENE INDEX U



SCHEDULE B - Trademark Registrations

Trademarks	Country	Reg. Number
ATHENE MAX OPPORTUNITY	U.S.	87/178,692
ATHENE GUARANTEED GROWTH AND INCOME	U.S.	87/166,854
ATHENE INDEX U	U.S.	87/127,893
	U.S.	87/105,716