

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM428578

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the RECEIVING PARTY DATA: Entity Type previously recorded on Reel 004941 Frame 0457. Assignor(s) hereby confirms the Trademark Assignment.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hartford Life Insurance Company		01/01/2013	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Massachusetts Mutual Life Insurance Company		
<b>Street Address:</b>	1295 State Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01111		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3233501	FIDUCIARY ASSURE	
<b>Registration Number:</b>	3658930	MODEL MY GOALS	
<b>Registration Number:</b>	2545756	PASSPORT PROGRAM	
<b>Registration Number:</b>	3413172	PREMIER ENTERPRISE	
<b>Registration Number:</b>	3877099	YOUR RETIREMENT. PLAN FOR LIFE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-641-2233		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Mannu Harnal		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440		
<b>ATTORNEY DOCKET NUMBER:</b>	07718-0178001		
<b>NAME OF SUBMITTER:</b>	Mannu Harnal		
<b>SIGNATURE:</b>	/mh/		

DATE SIGNED:	05/23/2017
<b>Total Attachments: 7</b> source=Hartford Life Insurance Company_Corrected Assignment#page1.tif source=Hartford Life Insurance Company_Corrected Assignment#page2.tif source=Hartford Life Insurance Company_Corrected Assignment#page3.tif source=Hartford Life Insurance Company_Corrected Assignment#page4.tif source=Hartford Life Insurance Company_Corrected Assignment#page5.tif source=Markedup_Cover Sheet#page1.tif source=Markedup_Cover Sheet#page2.tif	

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartford Life Insurance Company		01/01/2013	CORPORATION: 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:	<del>Mutual Life Insurance Company: MASSACHUSETTS</del> <u>Corporation: Massachusetts</u>		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3233501	FIDUCIARY ASSURE	
Registration Number:	3658930	MODEL MY GOALS	
Registration Number:	2545756	PASSPORT PROGRAM	
Registration Number:	3413172	PREMIER ENTERPRISE	
Registration Number:	3003630	SSS SUCCESSFUL SELLING SERIES 401(K)	
Registration Number:	3877099	YOUR RETIREMENT. PLAN FOR LIFE.	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Ashley Lott, Esq.		
Address Line 4:	New York, NEW YORK 10036		

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ATTORNEY DOCKET NUMBER:	356710/187
NAME OF SUBMITTER:	Ashley Lott
Signature:	/Ashley Lott/
Date:	01/11/2013
<b>Total Attachments: 5</b> source=Rigel Trademark Assignment 1#page1.tif source=Rigel Trademark Assignment 1#page2.tif source=Rigel Trademark Assignment 1#page3.tif source=Rigel Trademark Assignment 1#page4.tif source=Rigel Trademark Assignment 1#page5.tif	

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of January 1, 2013 (this "Assignment") is by and between HARTFORD LIFE INSURANCE COMPANY, a Connecticut corporation with a principal place of business at One Hartford Plaza, Hartford, Connecticut 06155 ("Assignor" <sup>Massachusetts Corporation</sup> and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a ~~mutual life insurance~~ <sup>M.H.</sup> company domiciled in the Commonwealth of Massachusetts with a principal place of business at 1295 State Street, Springfield, Massachusetts 01111 ("Assignee").

WHEREAS, Assignee, Hartford Life, Inc. ("Seller"), and, for certain purposes, The Hartford Financial Services Group, Inc. have entered into that certain Purchase and Sale Agreement dated as of September 4, 2012 (the "Purchase Agreement");

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

WHEREAS, all capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith, and all rights and remedies against past, present and future infringement, misappropriation or other violation thereof. Assignor does further consent to the recordation of this Assignment by Assignee with the Commissioner of Patents and Trademarks.

2. Further Assurances. Except as otherwise provided in Section 8.9 of the Purchase Agreement, 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. Except as otherwise provided in Section 8.9 of the Purchase Agreement, Assignee shall be responsible for preparing 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.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of laws principles

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that might lead to the application of the laws of another jurisdiction); provided, however, for the avoidance of doubt, Sections 5-1401 and 5-1402 of the General Obligations Law shall apply.

4. Jurisdiction: Venue. Each Party irrevocably agrees that any and all Actions arising out of, relating to or in connection with this Assignment or the transactions contemplated by this Assignment or the formation, breach, termination or validity of this Assignment brought by the other Party or its successors or assigns, shall be brought and determined exclusively in the courts of the United States of America for the Southern District of New York or, in the event that such courts do not have subject matter jurisdiction over such Action, in the courts of the State of New York located in the Borough of Manhattan, The City of New York. Each Party agrees that mailing of process or other papers in connection with any such Action in the manner provided in Section 14.6 of the Purchase Agreement or in such other manner as may be permitted by Applicable Law, will be valid and sufficient service thereof. Each Party hereby irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Assignment or any of the transactions contemplated by this Assignment in any court or tribunal other than the aforesaid courts. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action with respect to this Assignment or the transactions contemplated by this Assignment or the formation, breach, termination or validity of this Assignment (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Assignment, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by Applicable Law, any claim that (i) the Action should be dismissed on the basis of *forum non conveniens*, (ii) the venue of such Action is improper or (iii) this Assignment, or the subject matter hereof, may not be enforced in or by such courts.

5. Execution in Counterparts. This Assignment may be executed in one or more counterparts, including by facsimile or by electronic delivery in .pdf format, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed and delivered by each of Assignor and Assignee.

6. Conflicts. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the day and year first above written.

**HARTFORD LIFE INSURANCE  
COMPANY**

By: Mark M. Saha

Name: Mark M. Saha

Title: VP

*Trademark Assignment*

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MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

By: *Elaine A. Sorsynski*  
Name: *Elaine A. Sorsynski*  
Title: *Executive Vice President*

*Trademark Assignment*

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**Schedule A  
Trademarks**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Status</u>
1. Fiduciary Assure	3,233,501	04/24/2007	36	Registered
2. Model My Goals	3,658,930	07/21/2009	36	Registered
3. Passport Program (Stylized)	2,545,756	03/12/2002	35	Registered
<i>PASSport</i> Program				
4. Premier Enterprise	3,413,172	04/15/2008	36	Registered
5. SSS Successful Selling Series (and Design)	3,003,630	10/04/2005	41	Registered



6. Your Retirement. Plan for Life.	3,877,099	05/06/2010	41	Registered
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