

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MassMutual Intellectual Property LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2593720	MASSMUTUAL	
Registration Number:	5385503	MASSMUTUAL	
Registration Number:	5385505	MASSMUTUAL	
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:	212-641-2233		
Email:	tmdoctc@fr.com		
Correspondent Name:	Mannu Harnal		
Address Line 1:	P.O. BOX 1022		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	07718-0236001		
NAME OF SUBMITTER:	Mannu Harnal		
SIGNATURE:	/mh/		
DATE SIGNED:	04/18/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of this 30th day of June, 2017 (the “**Agreement**”), by MassMutual Intellectual Property LLC, a Delaware limited liability company (“**Grantor**”), in favor of Bank of America, N.A., a national banking association, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), for the Lenders party to the Loan Agreement (defined below) (herein, “**Grantee**”).

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) by Grantee and Lenders, providing, inter alia, for the making of the Loan to Grantor (to be evidenced by one or more Notes issued thereunder) on the terms and conditions set forth therein;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and between Grantor and Grantee, Grantor has granted to Grantee a security interest in all of Grantor’s right, title and interest in and to the Collateral (as defined in the Security Agreement) to secure the payment, observance and performance of the Obligations; and

WHEREAS, the Grantor and Grantee have entered into this Agreement to grant, re-affirm, and evidence Grantee’s continuing security interest in Grantor’s right, title and interest in and to the Trademark Collateral (defined below) registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings as set forth in the Security Agreement. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment, observance and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark registration and application listed on Schedule 1 annexed hereto, together with the trademarks that are covered by such registrations and applications

and all common law rights thereto, and any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

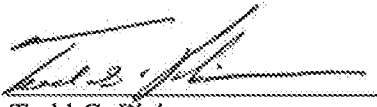
Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantor, execute all documents, make all filings and take all actions reasonably requested by Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MASSMUTUAL INTELLECTUAL
PROPERTY LLC**, a Delaware limited
liability company


By: 
Name: Todd G. Picken
Title: Treasurer

Trademark Security Agreement

**TRADEMARK
REEL: 006316 FRAME: 0470**

Agreed and Accepted
As of the Date First Written Above:

BANK OF AMERICA, N.A.,
not in its individual capacity but solely in its
capacity as Administrative Agent

By: 
Name: Gerund Diamond
Title: Assistant Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date
MassMutual	United States	2593720	July 16, 2002
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Trademark Applications

Trademark	Jurisdiction	Application Serial Number	Filing Date
MassMutual	United States	87/506,786	June 27, 2017
MassMutual	United States	87/506,800	June 27, 2017