

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great-West Life & Annuity Insurance Company		06/03/2019	Company:
RECEIVING PARTY DATA			
Name:	Protective Life Insurance Company		
Street Address:	2801 Highland 280 South		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35223		
Entity Type:	Company: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87391499	LONG LIFE PREP	
Serial Number:	87391502	LONGEVITY LIFESTYLE PREPARATION	
Registration Number:	3217141	SUMMIT TERM	
Serial Number:	88118553	MY ANNUITY PLANNER GREAT-WEST FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	121594-11 MM		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	10/30/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of June 3, 2019, has been made and entered into by and between PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee insurance company ("Assignee"), and GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado insurance company ("Assignor").

W I T N E S S E T H:

WHEREAS, Assignee, Assignor, Great-West Life & Annuity Insurance Company of New York, The Great-West Life Assurance Company (U.S. Branch) and The Canada Life Assurance Company (U.S. Branch) have entered into a Master Transaction Agreement dated January 23, 2019 (as amended, the "Master Transaction Agreement"), pursuant to which Assignor has agreed to sell or cause to be sold certain assets to Assignee, as more fully described in the Master Transaction Agreement and upon the terms and conditions set forth therein;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole exclusive owner of the Trademarks listed on Schedule A attached hereto and incorporated herein (collectively, the "Assigned Marks"); and

WHEREAS, pursuant to the Master Transaction Agreement, Assignor wishes to assign and transfer to Assignee all of its right, title and interest in and to its Assigned Marks, and Assignee wishes to acquire the same;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Assignment. As of the Effective Time, Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee all of such Assignor's right, title and interest in and to (a) its Assigned Marks (including all goodwill associated therewith), (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default. Assignor further consents to the recordation of this Assignment by Assignee with the United States Patent and Trademark Office or similar foreign offices.

2. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment in and to the Assigned Marks, including all documents necessary to record in the name of Assignee the assignment of the Assigned Marks with the United States Patent and Trademark Office or similar foreign offices; provided, that (a) Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Time and associated with the registration and renewals of the Assigned Marks, (b) Assignor shall not have any obligation to

pay any registration costs and/or renewal fees which become due for the Assigned Marks after the Effective Time and (c) Assignor shall have no responsibility for preparing any documents that Assignee records to effect or evidence the transactions contemplated by this Assignment, or for any costs and fees associated with such recordation documents.

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

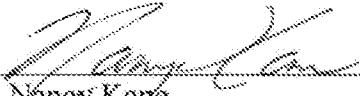
4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect by the internal laws of the State of New York (other than its conflicts of law provisions, except Sections 5-1401 and 5-1402 of the General Obligations Law which shall apply).

5. General Provisions. Sections 14.2, 14.4, 14.5, 14.6, 14.7, 14.8, 14.10, 14.12 and 14.13 of the Master Transaction Agreement are each hereby incorporated by reference *mutatis mutandis*.

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

PROTECTIVE LIFE INSURANCE COMPANY

By: 
Name: Nancy Kane
Title: Executive Vice President,
Acquisitions and Corporate Development

GREAT-WEST LIFE & ANNUITY INSURANCE
COMPANY

By: _____
Name:
Title:

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

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: Andra A. Bolotin
Name: Andra Bolotin
Title: Executive Vice President & Chief Financial Officer

Signature Page to Trademark Assignment

SCHEDULE A

Trademark	Description
LONG LIFE PREP	Serial No. 87391499, filed 3/29/2017 (application pending)
LONGEVITY LIFESTYLE PREPARATION	Serial No. 87391502, filed 3/29/2017 (application pending)
SUMMIT TERM	Reg. No. 3217141, registration date 3/13/2007
MY ANNUITY PLANNER (design plus words)	Serial No. 88118553, filed 9/15/18 (application pending)
Family Legacy	Non-registered service mark
ESSENTIAL TERM SM LIFE INSURANCE	Non-registered service mark
ESSENTIAL WHOLE LIFE SM INSURANCE	Non-registered service mark