

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM571054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mutual of Omaha Bank		01/01/2020	Corporation: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mutual of Omaha Insurance Company		
<b>Street Address:</b>	Mutual of Omaha Plaza		
<b>Internal Address:</b>	Law Operation - Floor 3		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68175-1008		
<b>Entity Type:</b>	Corporation: NEBRASKA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5997841	MUTUAL VIEWPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023512000		
<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>	402-351-2421		
<b>Email:</b>	martha.zajicek@mutualofomaha.com		
<b>Correspondent Name:</b>	Martha Zajicek		
<b>Address Line 1:</b>	Mutual of Omaha Plaza		
<b>Address Line 2:</b>	Law Operation - Floor 3		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68175-1008		
<b>NAME OF SUBMITTER:</b>	Martha Zajicek		
<b>SIGNATURE:</b>	/Martha Zajicek/		
<b>DATE SIGNED:</b>	04/08/2020		
<b>Total Attachments: 4</b>			
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source=EXECUTED TRADEMARK ASSIGNMENT (MOIC RETAINED SERVICE MARKS)#page2.tif			
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OP \$40.00 5997841

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is to be effective as of January 1, 2020, and is entered into by and among MUTUAL OF OMAHA BANK, a federally chartered corporation, ("Assignor"), and MUTUAL OF OMAHA INSURANCE COMPANY, a Nebraska corporation, ("Assignee").

WHEREAS, Assignor, having offices at 3300 Mutual of Omaha Plaza, Omaha, Nebraska, 68175, U.S.A., is the owner of the service marks and federal applications for registration thereof as well as common law marks listed on Exhibit A attached hereto (collectively, the "Marks");

WHEREAS, Assignee, having its principal offices at 3300 Mutual of Omaha Plaza, Omaha, Nebraska, 68175, U.S.A., is desirous of acquiring all right, title and interest in and to said Marks; and

WHEREAS, Assignee and Assignor are parties, among others, to that certain Agreement and Plan of Merger dated August 12, 2019 (the "Agreement") and that certain Merger Agreement Side Letter, dated as of the January 1, 2020 (the "Side Letter"), pursuant to which Assignor has agreed that the Marks and the goodwill associated therewith, are and should be proprietary rights belonging to Assignee such that Assignee is the sole owner of all trademark and other rights, titles and interests in and to the Marks, and Assignor has agreed to convey to Assignee, and Assignee has agreed to assume, without limitation, all of Assignor's right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and without limiting any of the rights or restrictions in the Agreement or in the Side Letter, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to said Marks, together with the goodwill of the business symbolized by said Marks, any and all rights of priority thereto and renewals with respect to the Marks in any country as may now or hereafter be granted to it by law, any future registrations of said Marks, and all common law rights associated with said Marks, all income, royalties or payments due or payable with respect to the Marks, and any and all claims, causes of action and other rights assertible under said Marks, including the right to sue third parties for past, present or future misappropriation, violation, infringement of or improper activities regarding said Marks, and the right to all of the monetary benefits, damages or other remedies obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, including as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made. For clarity, other than Assignor's right, title and interest in and to the Marks, no other intellectual property rights are assigned or otherwise conveyed by Assignor hereunder, including without limitation any technology, applications or software (in any form) that is associated with the Marks.

Assignor further agrees to execute or provide such other documents and take other actions as Assignee may reasonably request, as necessary to effectuate the purpose of this Assignment, at Assignee's expense, without further consideration.

The provisions of this Assignment shall be deemed severable with respect to each clause and Mark (each a "Provision"), and the invalidity or unenforceability of any Provision shall not affect the validity or enforceability of the other Provisions hereof. If any Provision is found by a court or other governmental authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment and all other Provisions shall remain valid, enforceable, and of full force and effect.

THIS ASSIGNMENT WILL BE GOVERNED BY, AND ENFORCED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEBRASKA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS OF SUCH STATE THAT WOULD PROVIDE FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Signed this 1st day of January, 2020.

MUTUAL OF OMAHA BANK

Assignor

By: 

Name: Dwayne Sieck

Title: President and Chief Operating Officer

MUTUAL OF OMAHA INSURANCE COMPANY

Assignee

By: \_\_\_\_\_

Name: Laura A. Fender

Title: Senior Vice President

THIS ASSIGNMENT WILL BE GOVERNED BY, AND ENFORCED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEBRASKA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS OF SUCH STATE THAT WOULD PROVIDE FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Signed this 1st day of January, 2020.

MUTUAL OF OMAHA BANK

Assignor

By: \_\_\_\_\_

Name: Dwayne Sieck

Title: President and Chief Operating Officer

MUTUAL OF OMAHA INSURANCE COMPANY

Assignee

By: \_\_\_\_\_

Name: Laura A. Fender

Title: Senior Vice President

EXHIBIT A

U.S. Trademark Applications

Serial No.

MUTUAL VIEWPOINT

88031696

OMAFIN

87322243

Common Law Marks

MUTUAL ASSURANCE

MUTUAL ePAY

MUTUAL ONE CARD

MUTUAL PAYMENT PLUS

MUTUAL 360

MUTUAL PAY

MUTUAL VIEWPOINT

HOME (Home Ownership Made Easy)

OMAFIN

Any and all other trademarks, service marks, logos, designs, symbols, trade names, corporate names or other names owned by Assignor immediately prior to Closing which include the word "Mutual"