

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massachusetts Mutual Life Insurance Company		12/31/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Great-West Life & Annuity Insurance Company		
Street Address:	8515 E ORCHARD ROAD		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3233501	FIDUCIARY ASSURE	
Registration Number:	3658930	MODEL MY GOALS	
Registration Number:	4249688	SIMPLE. CERTAIN. GUARANTEED.	
Registration Number:	3413172	PREMIER ENTERPRISE	
Registration Number:	5120884	FINANCIAL READINESS, READILY AVAILABLE	
Registration Number:	5120885	FINANCIAL READINESS, READILY AVAILABLE	
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>			
Email:	rachel.rice@empower-retirement.com		
Correspondent Name:	Rachel A. Rice		
Address Line 1:	8525 E ORCHARD ROAD		
Address Line 2:	2T3		
Address Line 4:	GREENWOOD VILLAGE, COLORADO 80111		
NAME OF SUBMITTER:	Rachel A. Rice		
SIGNATURE:	/Rachel A. Rice/		
DATE SIGNED:	05/18/2021		

OP \$165.00 3233501

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of December 31, 2020 (this “Assignment”), has been made and entered into by and between Massachusetts Mutual Life Insurance Company, a Massachusetts domiciled mutual life insurance company (“Seller”), and Great-West Life & Annuity Insurance Company, a Colorado domiciled stock life insurance company (“Purchaser”).

WHEREAS, Seller and Purchaser entered into that certain Sale and Purchase Agreement, dated as of September 8, 2020 (the “Purchase Agreement”), pursuant to which (a) Seller agreed to sell, convey, assign, transfer and deliver (or to cause its Affiliates to sell, convey, assign, transfer and deliver) to Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances), and Purchaser agreed to purchase, acquire, assume and accept from Seller and its Affiliates, all of Seller’s and its Affiliates’ rights, title and interests as the same shall exist immediately prior to the Effective Time, in and to the Transferred Assets and (b) Purchaser has agreed to assume the Assumed Non-Insurance Liabilities, in each case upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to Section 2.02(d)(ii) of the Purchase Agreement, Seller wishes to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser wishes to purchase, acquire, assume and accept from Seller, all of Seller’s right, title and interests in and to the Transferred Intellectual Property, including the Trademarks listed on Schedule A, attached hereto and incorporated herein (collectively, the “Assigned Trademarks”); and

WHEREAS, the execution and delivery of this Assignment by Seller and Purchaser is a condition to the obligations of Seller and Purchaser to consummate the Closing.

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements set forth herein, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. Assignment.

(a) As of the Effective Time, pursuant to the requirements of the Purchase Agreement, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Purchaser all of its right, title and interests, as the same shall exist immediately prior to the Effective Time, in and to the following: (1) the Assigned Trademarks and their respective goodwill; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; (2) all proprietary rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, including by international treaties and conventions; (3) 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 (4) 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 all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or dilution thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, in each case subject to any licenses or other grants of rights to third parties existing as of the Effective Time, and otherwise all free and clear of all Encumbrances (other than Permitted Encumbrances) except as provided in the Purchase Agreement, to have and to hold the same unto Purchaser, its successors and assigns, forever.

(b) As of the Closing, pursuant to the requirements of the Purchase Agreement, Purchaser hereby irrevocably and unconditionally purchases, acquires, assumes and accepts from Sellers all of Sellers' right, title and interests in and to the Assigned Trademarks.

Section 3. No Modification of the Purchase Agreement. Purchaser acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement. Nothing contained herein shall release Seller, or Purchaser from any of their respective obligations under the Purchase 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 Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


Section 4. Recordation. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. After the Effective Time, upon Purchaser's reasonable request, Seller will provide Purchaser with reasonable assistance and cooperation, execute all documents reasonably necessary, including reasonably cooperating (as necessary as prior owner of the Assigned Trademarks) with Purchaser in any infringement action that Purchaser may bring against a third party for infringement of one or more of the Assigned Trademarks, provided, however, that Purchaser reimburses Seller for any out of pocket costs that Seller may incur in connection therewith.

Section 5. General Provisions. Sections 1.02, 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09 and 9.10 of the Purchase Agreement are each hereby incorporated by reference mutatis mutandis.

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IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Assignment as of the date first set forth above.

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: 
Name: Michael Fanning
Title: Head of MassMutual U.S.

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007297 FRAME: 0215

**GREAT-WEST LIFE & ANNUITY
INSURANCE COMPANY**

By: Andra A. Bolotin

Name: Andra S. Bolotin
Title: Executive Vice President and
Chief Financial Officer

SCHEDULE A

Assigned Trademarks

U.S. Registered Trademarks:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
FIDUCIARY ASSURE	3233501	4/24/2007	Massachusetts Mutual Life Insurance Company
MODEL MY GOALS	3658930	7/21/2009	Massachusetts Mutual Life Insurance Company
SIMPLE. CERTAIN. GUARANTEED.	4249688	11/27/2012	Massachusetts Mutual Life Insurance Company
PREMIER ENTERPRISE	3413172	4/15/2008	Massachusetts Mutual Life Insurance Company
FINANCIAL READINESS READILY AVAILABLE	5120884	1/10/2017	Massachusetts Mutual Life Insurance Company
FINANCIAL READINESS READILY AVAILABLE	5120885	1/10/2017	Massachusetts Mutual Life Insurance Company

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