

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM716256

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900674755		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allstate Insurance Company		09/30/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Allstate Life Insurance Company		
Street Address:	Allstate Plaza		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	stock insurance company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3617350	GENBUILDER	
Registration Number:	3620718	INCOMEREDY	
Registration Number:	4745148	TRUEFIT	
Registration Number:	4548455	WHOLE LIFE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<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:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Anna King		
Address Line 1:	Banner & Witcoff, Ltd.		
Address Line 2:	71 South Wacker Drive, Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	009466.00001		
NAME OF SUBMITTER:	Anna King		
SIGNATURE:	/Anna King/		
DATE SIGNED:	03/23/2022		

Total Attachments: 7

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FINAL VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment Agreement") is made and entered into as of September 30, 2021 by and between Allstate Insurance Company, an insurance company ^{of} corporation organized under the laws of the State of Illinois ("Assignor") and Allstate Life Insurance Company, an Illinois domiciled stock life insurance company ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties". Feb. 8, 2022

WHEREAS, Assignor is the owner of all rights, titles and interests in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto and incorporated herein, including all common law and other rights therein and the goodwill associated therewith and symbolized thereby (the "Trademarks").

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of January 26, 2021, by and among Assignor, Allstate Financial Insurance Holdings Corporation, a corporation incorporated under the laws of the State of Delaware, and Antelope US Holdings Company, a corporation incorporated under the laws of the State of Delaware (the "Purchase Agreement"), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor's rights, titles, and interests in and to the Trademarks to Assignee, and Assignee desires to receive all rights, titles, and interests in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement shall have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's rights, titles, and interests in and to the Trademarks; all rights of priority therein any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices.

3. ALNY License. The Intellectual Property License Agreement, by and between Assignee and Allstate Life Insurance Company of New York, a New York domiciled life insurance company ("ALNY"), shall be executed concurrently with the execution of this Agreement.

4. 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 Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.

5. Governing Law. This Trademark Assignment Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

6. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as specifically set forth in the Purchase Agreement.

7. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all Parties.

8. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

9. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ALLSTATE INSURANCE COMPANY

By: 
Name: Marilyn Hirsch
Title: Senior Vice President and Treasurer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ALLSTATE LIFE INSURANCE COMPANY

By: 

Name: Mario Imbarrato

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Country	Mark	Reg. Date	Reg. No.	Classes and Goods	Owner
U.S.	INCOMEREDY	5/12/2009	3620718	[36] Issuance, administration and underwriting of annuities	Allstate Insurance Company
U.S.	GROWTHPROTECTOR (common law)				
U.S.	INCOMEPROTECTOR (common law)				
U.S.	RIGHTFIT (common law)				
U.S.	CHOICERATE ANNUITY (common law)				
U.S.	GOODFORLIFE	4/5/2011	3941956	036 - Insurance services, namely, underwriting, issuing and administration of life insurance, critical care insurance, and accidental death and injury insurance First use: 7/12/2010 Use in commerce: 7/12/2010	Allstate Insurance Company
U.S.	TRUEFIT	5/26/2015	4745148	036 - Insurance services, namely, underwriting, issuing and administration of life insurance First use: 8/1/2014 Use in commerce: 8/1/2014	Allstate Insurance Company

Country	Mark	Reg. Date	Reg. No.	Classes and Goods	Owner
U.S.	FUTUREBUILDER (common law)				
U.S.	LIFETIME UL (common law)				
U.S.	WHOLE LIFE TRIBUTE (common law)				
U.S.	FUTUREGROWTH IUL (common law)				
U.S.	FUTUREVEST VUL (common law)				
U.S.	WHOLE LIFE ADVANTAGE	6/10/2014	4548455	036 - Insurance services, namely, underwriting, issuing and administration of whole life insurance First use: 6/26/2013 Use in commerce: 6/26/2013	Allstate Insurance Company
U.S.	BRIDGE UL (common law)				
U.S.	MONTHLY INCOME TERM (common law)				
U.S.	GENBUILDER	5/5/2009	3617350	036 - Insurance services, namely, underwriting, issuing and administration of life insurance First use: 11/1/2008	Allstate Insurance Company

Country	Mark	Reg. Date	Reg. No.	Classes and Goods	Owner
				Use in commerce: 11/1/2008	
U.S.	ADVANCED FUNDING EXCHANGE (common law)				
U.S.	ADVANTAGE ACCOUNT (common law)				

Schedule A to Trademark Assignment Agreement