

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719395

<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>
The Prudential Insurance Company of America		04/01/2022	Insurance Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great-West Life & Annuity Insurance Company		
<b>Street Address:</b>	8525 E. ORCHARD RD., 2T3		
<b>City:</b>	GREENWOOD VILLAGE		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Insurance Company: COLORADO		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2386529	GOALMAKER	
<b>Registration Number:</b>	4472259	INCOMEFLEX	
<b>Serial Number:</b>	90616823	ADVICE AND INCOME ENGINES	
<b>Registration Number:</b>	4294590	DC OPTIMIZATION	
<b>Registration Number:</b>	3893823	DISCOVERY PREMIER	
<b>Registration Number:</b>	3890230	DISCOVERY SELECT	
<b>Registration Number:</b>	5106466	HARD EASY	
<b>Registration Number:</b>	5106467	HARD EASY	
<b>Registration Number:</b>	4333660	MULLINTBG	
<b>Registration Number:</b>	5938400	PLAN POWER	
<b>Registration Number:</b>	4990492	RACE FOR RETIREMENT	
<b>Registration Number:</b>	5102085	THE 4.01K RACE FOR RETIREMENT	
<b>Registration Number:</b>	1269436	MEDLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	rachel.rice@empower-retirement.com, uspt@polsinelli.com, vharvey@polsinelli.com		

OP \$340.00 2386529

**Correspondent Name:** Rachel A. Rice  
**Address Line 1:** 8525 E. ORCHARD RD., 2T3  
**Address Line 4:** GREENWOOD VILLAGE, COLORADO 80111

**NAME OF SUBMITTER:** Rachel A. Rice

**SIGNATURE:** /Rachel A. Rice/

**DATE SIGNED:** 04/05/2022

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”), dated as of April 1, 2022 (the “Effective Date”), has been made by The Prudential Insurance Company of America, a New Jersey insurance company (the “Assignor”), in favor of Great-West Life & Annuity Insurance Company, a Colorado insurance company (the “Assignee”).

**WITNESSETH:**

**WHEREAS**, Prudential Financial, Inc., a New Jersey corporation (“Seller”), and Assignee have entered into that certain Master Transaction Agreement, dated as of July 20, 2021 (the “Master Agreement”), pursuant to which Seller has agreed to sell or cause to be sold the Purchased Assets, as more fully described in the Master Agreement and upon the terms and conditions set forth therein;

**WHEREAS**, pursuant to Section 2.1(b) of the Master Agreement, the Assignor wishes to sell, convey, assign, transfer and deliver to the Assignee the Business IP.

**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, Assignor hereby declares as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Master Agreement.

2. Assignment. As of the Effective Time, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Business IP, including the following:

(a) the patents and patent applications set forth in Schedule 1 hereto;

(b) the trademark registrations and applications and common law trademarks set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and, with respect to any trademarks identified in any pending United States federal trademark applications filed on the basis of an intent to use the mark in commerce, pursuant to the Master Agreement, the assignment of such trademarks accompanies the transfer of Assignor’s business, or portion of the business to which such trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing;

[REDACTED]

[REDACTED]

[REDACTED]

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Business IP; and

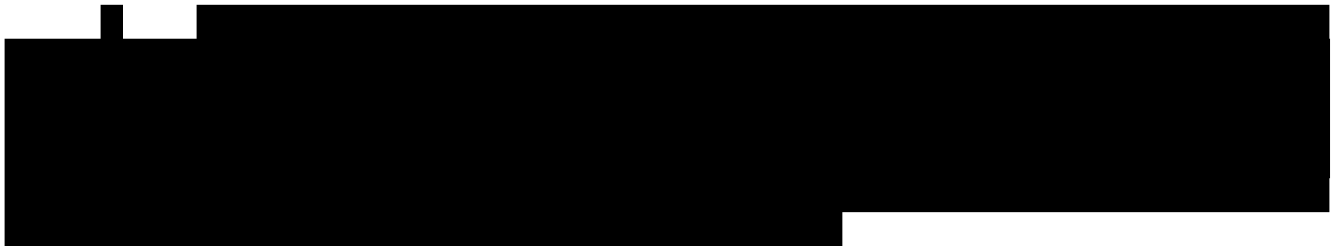
(g) any and all claims and causes of action, with respect to any of the Business IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any other governmental officials to record and register this IP

Assignment upon request by Assignee. Assignor shall use commercially reasonable efforts at the reasonable request of Assignee to execute and deliver such additional documents and instruments as may be reasonably required to give effect to this IP Assignment.

4. Governing Law. This IP Assignment, and all Actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to this IP Assignment, or the negotiation, execution or performance of this IP Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this IP Assignment or as an inducement to enter into this IP Assignment), shall in all respects be governed by, and construed and enforced in accordance with, the Laws of the State of New York applicable to agreements made and to be performed entirely within such state without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of such agreements to the Laws of another jurisdiction.

5. Moral Rights. Any assignment of copyrights under this IP Assignment includes all moral rights. To the extent moral rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, Assignor hereby waives all moral rights with respect to all copyrights and copyrightable works included in the Business IP, and all uses thereof, and consents to any action of Assignee that would violate such moral rights in the absence of such waiver or consent.

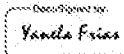


8. No Modification of the Master Agreement. Nothing contained herein shall release Seller or Assignee from any of its respective obligations under the Master Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants or agreements set forth in the Master Agreement. In the event of any conflict or inconsistency between the terms of the Master Agreement and the terms hereof, the terms of the Master Agreement shall govern.

[Signature Page Immediately Follows]

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By:  \_\_\_\_\_  
Name: Yanela Frias  
Title: Senior Vice President

*[Signature Page to Intellectual Property Assignment Agreement]*