

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERGREEN LIFE LIMITED		07/22/2022	exempted company: BERMUDA
RECEIVING PARTY DATA			
Name:	MGG INVESTMENT GROUP LP		
Street Address:	ONE PENN PLAZA, 53RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85583739	EVERGREEN LIFE INSURANCE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Sean Murray		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	47057.066		
NAME OF SUBMITTER:	Sean Murray		
SIGNATURE:	/Sean Murray/		
DATE SIGNED:	08/03/2022		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY - - TRADEMARKS

July 22, 2022

WHEREAS, EVERGREEN LIFE LIMITED, an exempted company incorporated under the laws of Bermuda with company number 42701 and having its registered office at 6th Floor Cumberland House, 1 Victoria Street, Hamilton HM11, Bermuda (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Fixed and Floating Charge, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Charge"), in favor of MGG INVESTMENT GROUP LP, a limited partnership established under the laws of the State of Delaware, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Charge, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Charge) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Charge);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Charge, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the date set forth above.

EVERGREEN LIFE LIMITED

By: 
Name: Allan Rosenzweig
Title: Authorized Signatory

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Assignor	Country	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date
EVERGREEN LIFE LIMITED	United States of America	EVERGREEN LIFE INSURANCE COMPANY	85583739	Nov 12, 2013