

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760408

<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>
American United Life Insurance Company		07/20/2022	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OneAmerica Financial Partners, Inc.		
<b>Street Address:</b>	P.O. Box 368		
<b>Internal Address:</b>	One American Square		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46206-0368		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1556096	AMERICAN UNITED LIFE INSURANCE COMPANY	
<b>Registration Number:</b>	2553568	AUL REINSURANCE MANAGEMENT SERVICES	
<b>Registration Number:</b>	2550753	AUL RMS	
<b>Registration Number:</b>	2869074	AUL	
<b>Registration Number:</b>	4321531	INDEX(K)	
<b>Registration Number:</b>	4610600	ONESUITE	
<b>Registration Number:</b>	4539669	INDEX(B)	
<b>Registration Number:</b>	3109359	ONEAMERICA TELESERVE	
<b>Registration Number:</b>	4909591	RETIREMENT IN MOTION	
<b>Registration Number:</b>	3050025	YOUR FUTURE. OUR GOAL.	
<b>Serial Number:</b>	97310841	AUL REINSURANCE MANAGEMENT SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3175925453		
<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>	3172365882		
<b>Email:</b>	H.BANTA@ICEMILLER.COM		
<b>Correspondent Name:</b>	Holiday W. Banta, Ice Miller LLP		

OP \$290.00 1556096

**Address Line 1:** ONE AMERICAN SQUARE, SUITE 2900  
**Address Line 4:** Indianapolis, INDIANA 46282

**ATTORNEY DOCKET NUMBER:** 000230.00001

**NAME OF SUBMITTER:** Holiday W. Banta

**SIGNATURE:** /Holiday W. Banta/

**DATE SIGNED:** 10/11/2022

**Total Attachments: 4**

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## ASSIGNMENT

### 1. DEFINITIONS

- 1.1 ASSIGNOR means the party identified in the assignor signature section at the bottom of this assignment.
- 1.2 ASSIGNEE means OneAmerica Financial Partners, Inc. a corporation of Indiana having a principal place of business at P.O. Box 368, One American Square, Indianapolis, Indiana 46206-0368, as well as its successors and/or assigns.
- 1.3 MARK means and includes each and every property identified in the attached Exhibit A that is used as a source designation, including all goodwill, common law rights, and statutory rights in the listed properties.
- 1.4 RELATED MARKS means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit A.
- 1.5 RELATED MARK CASES means and includes:
- a. any and all (whether or not in Exhibit A) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS; and
  - b. any and all (whether or not listed above) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS.
- 1.6 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.7 GEOGRAPHIC SCOPE means worldwide.
- 1.8 EFFECTIVE DATE means the earliest of the date of first use of the MARK, the filing date of the MARK, the filing date of the RELATED MARK CASES, and the date this assignment is first signed by at least one of the parties hereto.

### 2. ASSIGNMENT OF RIGHTS

- 2.1 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, and RELATED MARK CASES.
- 2.2 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.3 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.
- 2.4 Infringement, Dilution, and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.

2.5 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, but not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

### 3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, and are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

### 4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

### 5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

### 6. MISCELLANEOUS

6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.



**EXHIBIT A**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
AMERICAN UNITED LIFE INSURANCE COMPANY	73/770,280	10-Dec-1988	1,556,096	12-Sep-1989
AUL RMS REINSURANCE MANAGEMENT SERVICES	75/867,738	10-Dec-1999	2,553,568	26-Mar-2002
AUL REINSURANCE MANAGEMENT SERVICES	97/310,841	14-Mar-2022		
AUL RMS	75/867,418	10-Dec-1999	2,550,753	19-Mar-2002
AUL	76/551,269	24-Sep-2003	2,869,074	03-Aug-2004
INDEX(K)	85/331,084	26-May-2011	4,321,531	16-Apr-2013
ONESUITE	85/875,927	14-Mar-2013	4,610,600	23-Sep-2014
INDEX(B)	85/875,891	14-Mar-2013	4,539,669	27-May-2014
ONEAMERICA TELESERVE	78/672,665	18-Jul-2005	3,109,359	27-Jun-2006
RETIREMENT IN MOTION	86/377,101	26-Aug-2014	4,909,591	01-Mar-2016
YOUR FUTURE. OUR GOAL.	78/533,394	16-Dec-2004	3,050,025	24-Jan-2006
ONEAMERICA TELESERVE	78/672,665	18-Jul-2005	3,109,359	27-Jun-2006