

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM789560

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/18/2020
RESUBMIT DOCUMENT ID:	900748343

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Personal Capital Corporation		02/03/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Empower Annuity Insurance Company of America
Street Address:	8515 E. Orchard Rd.
Internal Address:	2T3
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85426712	DAILY CAPITAL
Serial Number:	87736028	GET TO KNOW YOUR MONEY
Serial Number:	88673900	INVEST WITH LOGIC. PLAN WITH HEART.
Serial Number:	88673893	P
Serial Number:	88673896	P OUR PROMISE
Serial Number:	87871033	PC
Serial Number:	88673898	PER SON AL
Serial Number:	85426349	PERSONAL CAPITAL
Serial Number:	85426433	PERSONAL STRATEGY
Serial Number:	85823084	YOU INDEX

CORRESPONDENCE DATA

Fax Number:

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.

Email: rachel.rice@empower.com

Correspondent Name: Rachel A. Rice

Address Line 1: 8525 E. Orchard Rd.
Address Line 2: 2T3
Address Line 4: Greenwood Village, COLORADO 80111

NAME OF SUBMITTER: Rachel A. Rice

SIGNATURE: /Rachel A. Rice/

DATE SIGNED: 02/24/2023

Total Attachments: 4

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**"), dated February 3, 2023, but *nunc pro tunc* with an effective date of August 18, 2020, is made between Personal Capital Corporation, a Delaware corporation having a principal place of business at 1 Circle Star Way, Suite 189 San Carlos, California 94070, United States ("**Assignor**"), and Empower Annuity Insurance Company of America (formerly known as Great-West Life & Annuity Insurance Company), a Colorado corporation having a principal place of business at 8515 E. Orchard Rd., Greenwood Village, Colorado 80111 ("**Assignee**"). Each of Assignor and Assignee is referred to from time to time herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Assignor was the owner of the trademarks listed in Schedule A (the "**Trademarks**");

WHEREAS, Assignor assigned to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, effective as of August 18, 2020; and

WHEREAS, this Assignment is executed to reflect that Assignee was assigned all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree and confirm as follows:

1. **Assignment.** Assignor does hereby sell, assign, transfer and set over to Assignee *nunc pro tunc* effective as of August 18, 2020, the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. 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, 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 was, and is, ongoing and existing.

2. **Further Assurances.** Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Colorado without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

5. Waivers. A waiver of any breach of any of the provisions of this Assignment shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

6. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

7. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

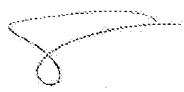
The Parties have caused this Assignment to be signed and executed by their respective undersigned officers thereunto duly authorized on the date first written above.

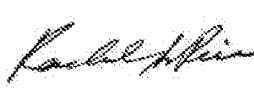
ASSIGNOR

ASSIGNEE

PERSONAL CAPITAL CORPORATION

**EMPOWER ANNUITY INSURANCE
COMPANY OF AMERICA**

By: 

By: 

Name: Carol Waddell

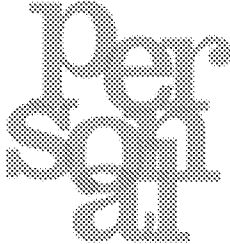
Name: Rachel A. Rice

Title: President

Title: Senior Counsel, Intellectual Property

SCHEDULE A

Mark/Name	App. No./Reg. No.	Owner
DAILY CAPITAL	RN: 4366693 SN: 85426712	Personal Capital Corporation (Delaware Corporation)
GET TO KNOW YOUR MONEY	RN: 5707131 SN: 87736028	Personal Capital Corporation (Delaware Corporation)
INVEST WITH LOGIC. PLAN WITH HEART.	SN: 88673900	Personal Capital Corporation (Delaware Corporation)
P and Design 	SN: 88673893	Personal Capital Corporation (Delaware Corporation)
P OUR PROMISE and Design 	SN: 88673896	Personal Capital Corporation (Delaware Corporation)
PC and Design 	RN: 5673212 SN: 87871033	Personal Capital Corporation (Delaware Corporation)

Mark/Name	App. No./Reg. No.	Owner
PER SON AL (Stylized) 	SN: 88673898	Personal Capital Corporation (Delaware Corporation)
PERSONAL CAPITAL	RN: 4303631 SN: 85426349	Personal Capital Corporation (Delaware Corporation)
PERSONAL STRATEGY	RN: 4244527 SN: 85426433	Personal Capital Corporation (Delaware Corporation)
YOU INDEX	RN: 4656799 SN: 85823084	Personal Capital Corporation (Delaware Corporation)