

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI137387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		12/12/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	Prismic Life Holding Company, LP		
Street Address:	c/o Marsh Management Services (Bermuda) Ltd.		
Internal Address:	7 Par-la-Ville, Power House		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM11		
Entity Type:	Limited Partnership: BERMUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97230015	PRISMIC	
Serial Number:	97934844	PRISMIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9172262953		
Email:	christian.ercole@prismiclife.com,ercole76@ymail.com		
Correspondent Name:	Christian Ercole		
Address Line 1:	31 E 12th St Apt 5D		
Address Line 4:	New York, NEW YORK 10003		
NAME OF SUBMITTER:	Christian Ercole		
SIGNATURE:	Christian Ercole		
DATE SIGNED:	04/02/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into on December 12, 2023 by and between The Prudential Insurance Company of America (“Assignor”) and Prismic Life Holding Company, LP (“Assignee”) (Assignor and Assignee are each hereinafter referred to as a “Party,” and collectively, as the “Parties”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the IPALA (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment and License Agreement, dated as of September 7, 2023 (the “IPALA”), by and among Assignor and Assignee, and, upon the terms and subject to the conditions set forth therein, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from Assignor, the Licensed Marks (as defined in the IPALA); and

WHEREAS, Assignor wishes to sell, convey, transfer and assign to Assignee all right, title and interest in and to the trademarks listed on Schedule A (the “Assigned Marks”), and Assignee wishes to purchase, acquire and accept all of Assignor’s right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the IPALA and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Assigned Marks. Assignor hereby irrevocably assigns, delivers, conveys, and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s entire right, title and interest in and to the Assigned Marks. The foregoing assignment includes (i) all claims and causes of action with respect to any of the Assigned Marks, whether accruing before, on, 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, or other violation thereof; (ii) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Marks; (iii) all other rights, privileges, and protections of any kind whatsoever of Assignor or its affiliates accruing under any of the Assigned Marks provided by any applicable law, treaty, or other international convention throughout the world and (iv) all goodwill associated with or symbolized by the Assigned Marks.

2. Recordation and Further Assurances. At Assignee’s cost, Assignor shall execute and deliver such additional documents and instruments as may be reasonably required to give effect to the foregoing assignment and recordation of the Assigned Marks. Assignor hereby authorizes Assignee to record this Agreement with any relevant governmental authority so as to perfect its ownership of the Assigned Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, to transfer all registrations and registration applications for the Assigned Marks to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Agreement.

3. Subject to IPALA. This Agreement is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the IPALA. Nothing in this Agreement is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Assignor and Assignee under the IPALA. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the IPALA, the terms and conditions of the IPALA shall control.

4. Miscellaneous. This Agreement and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Agreement and the negotiation, execution or performance of this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise) in connection therewith, shall be interpreted, construed and governed by and in accordance with, and enforced pursuant to, Section 8.01 of the IPALA. This Agreement will be binding on and inure solely to the benefit of each Party and its respective successors and permitted assigns. Sections 8.05 (Modification/No Waiver), 2.02 (Recordation and Further Actions), 8.02 (Waiver of Jury Trial), 8.07 (Entire Agreement) and 8.06 (Severability) of the IPALA shall apply, mutatis mutandis.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ASSIGNOR:

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**

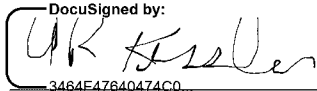
By:  DocuSigned by:
7550E7EE2B99498...
Name: Kirk Peterson
Title: VP, Brand & Advertising
Date: 12/12/2023

[Signature Page to Intellectual Property Assignment Agreement]

ASSIGNEE:

**PRISMIC LIFE HOLDING COMPANY,
LP**

By: Prismic Life Holdings GP, LLC, its
general partner

DocuSigned by:


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Name: Amy Kessler

Title: Chief Executive Officer

Date: 12/12/2023

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Serial No.</u>
PRISMIC	The Prudential Insurance Company of America	USA	97230015
PRISMIC & Design	The Prudential Insurance Company of America	USA	97934844