

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Hartford Fire Insurance Company	01/01/2013
RECEIVING PARTY DATA	
Name:	Massachusetts Mutual Life Insurance Company
Street Address:	1295 State Street
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01111
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7853509
Patent Number:	8112345
Patent Number:	7840469
Patent Number:	8131622
Patent Number:	7805352
Patent Number:	7979337
Patent Number:	8112346
Patent Number:	8229829
Patent Number:	8086512
Patent Number:	7613641
Patent Number:	8005741
Application Number:	13555381
Application Number:	13241926
Application Number:	12793538
Patent Number:	8266039

CH \$600.00 7853509

**CORRESPONDENCE DATA****Fax Number:** 9177777373*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 212-735-3000**Email:** andrew.patrick@skadden.com**Correspondent Name:** Skadden Arps Slate Meagher & Flom LLP**Address Line 1:** Four Times Square**Address Line 2:** Attn: Ashley Lott, Esq.**Address Line 4:** New York, NEW YORK 10036**ATTORNEY DOCKET NUMBER:**

356710/187

**NAME OF SUBMITTER:**

Ashley Lott

**Total Attachments:** 6

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT dated as of January 1, 2013 (this "Assignment") is by and between HARTFORD FIRE INSURANCE COMPANY, a Connecticut corporation with a principal place of business at One Hartford Plaza, Hartford, Connecticut 06155 ("Assignor") and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a mutual life insurance company domiciled in the Commonwealth of Massachusetts with a principal place of business at 1295 State Street, Springfield, Massachusetts 01111 ("Assignee").

WHEREAS, Assignee, Hartford Life, Inc. ("Seller"), and, for certain purposes, The Hartford Financial Services Group, Inc. have entered into that certain Purchase and Sale Agreement dated as of September 4, 2012 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Seller agreed, among other things, to cause Assignor to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Patents listed on Schedule A, attached hereto and incorporated herein (collectively, the "Assigned Patents"); and

WHEREAS, all capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Patents, together with all remedies for past, present and future infringement, misappropriation or other violation thereof. Assignor does further consent to the recordation of this Assignment by Assignee with the Commissioner of Patents and Trademarks.

2. Further Assurances. Except as otherwise provided in Section 8.9 of the Purchase Agreement, Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the prosecution and the maintenance of the Assigned Patents, and Assignor shall have no obligation to pay any prosecution costs and/or maintenance fees which become due for the Assigned Patents after the date hereof. Except as otherwise provided in Section 8.9 of the Purchase Agreement, Assignee shall be responsible for preparing and translating any documents that Assignee records to perfect its right, title and interest in the Assigned Patents in any jurisdiction and all costs and fees associated with such recordation documents.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of laws principles

that might lead to the application of the laws of another jurisdiction); provided, however, for the avoidance of doubt, Sections 5-1401 and 5-1402 of the General Obligations Law shall apply.

4. Jurisdiction; Venue. Each Party irrevocably agrees that any and all Actions arising out of, relating to or in connection with this Assignment or the transactions contemplated by this Assignment or the formation, breach, termination or validity of this Assignment brought by the other Party or its successors or assigns, shall be brought and determined exclusively in the courts of the United States of America for the Southern District of New York or, in the event that such courts do not have subject matter jurisdiction over such Action, in the courts of the State of New York located in the Borough of Manhattan, The City of New York. Each Party agrees that mailing of process or other papers in connection with any such Action in the manner provided in Section 14.6 of the Purchase Agreement or in such other manner as may be permitted by Applicable Law, will be valid and sufficient service thereof. Each Party hereby irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Assignment or any of the transactions contemplated by this Assignment in any court or tribunal other than the aforesaid courts. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action with respect to this Assignment or the transactions contemplated by this Assignment or the formation, breach, termination or validity of this Assignment (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Assignment, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by Applicable Law, any claim that (i) the Action should be dismissed on the basis of *forum non conveniens*, (ii) the venue of such Action is improper or (iii) this Assignment, or the subject matter hereof, may not be enforced in or by such courts.

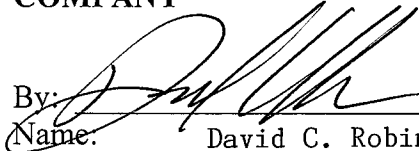
5. Execution in Counterparts. This Assignment may be executed in one or more counterparts, including by facsimile or by electronic delivery in .pdf format, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed and delivered by each of Assignor and Assignee.

6. Conflicts. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the day and year first above written.

**HARTFORD FIRE INSURANCE  
COMPANY**

By:   
Name: David C. Robinson  
Title: Sr. Vice President

*Patent Assignment*

**PATENT**  
**REEL: 029618 FRAME: 0939**

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

By: Elaine A. Sarynski  
Name: Elaine A. Sarynski  
Title: Executive Vice President

*Patent Assignment*

**Schedule A**  
**Patents**

**PATENTS**

<b>Patent No.</b>	<b>Patent Title</b>
US 7,853,509	Lifetime Income
US 8,112,345	Lifetime Income
US 7,840,469	System and Method for Administering a Lifetime Income Share Plan
US 8,131,622	System and Method for Administering a Lifetime Income Share Plan
US 7,805,352	System and Method for Managing and Administering a Lifetime Income Share Plan
US 7,979,337	System and Method for Managing and Administering a Lifetime Income Share Plan
US 8,112,346	System and Method for Processing Data Related to Convertible Financial Instruments
US 8,229,829	System and Method for Processing Data Related to Financial Instruments for Providing Deferred Income
US 8,086,512	System and Method for Scheduling Asset Allocation
US 7,613,641	System and Method for Developing a Defined Pension Plan Logic and Framework
US 8,005,741	Pension Administration System and Method

### **PATENT APPLICATIONS**

<b>Publication No. or Serial No.</b>	<b>Patent Title</b>
US 13/555,381	System And Method For Processing Data For Instruments In Multiple Classes For Providing Deferred Income
US 20120016812	System and Method for Processing Data Relating to Allocation of Assets
US 20100241466	Cash Balance Pension Administration System and Method
US 13/241,926	System and Method for Processing a Financial Account