503264549 04/15/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3311167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ATHENE ANNUITY AND LIFE COMPANY	04/01/2015

RECEIVING PARTY DATA

Name:	ACCORDIA LIFE AND ANNUITY COMPANY
Street Address:	215 10TH STREET, SUITE 1100
City:	DES MOINES
State/Country:	IOWA
Postal Code:	50309

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7376609

CORRESPONDENCE DATA

Fax Number: (212)909-6836

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.

Phone: 212-909-6000

Email: trademarks@debevoise.com **Correspondent Name:** MAXINE SHARAVSKY, ESQ.

Address Line 1: 919 THIRD AVENUE

Address Line 2: DEBEVOISE & PLIMPTON LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24525-1001
NAME OF SUBMITTER:	MAXINE SHARAVSKY
SIGNATURE:	/Maxne Sharavsky/
DATE SIGNED:	04/15/2015

Total Attachments: 4

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PATENT 503264549 REEL: 035412 FRAME: 0036

CONFIRMATORY PATENT ASSIGNMENT

THIS CONFIRMATORY PATENT ASSIGNMENT made as of April 1, 2015 (this "Assignment") is entered into by and between Athene Annuity and Life Company (f/k/a Aviva Life and Annuity Company, f/k/a AmerUs Life Insurance Company), an Iowa corporation with a principal place of business at 7700 Mills Civic Parkway, West Des Moines, IA 50266 ("Assignor") and Accordia Life and Annuity Company ("Assignee"), an Iowa corporation with a principal place of business at 215 10th Street, Suite 1100, Des Moines, IA 50309 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Bill of Sale, dated as of October 1, 2013, as amended by the Corrective Amendment to Bill of Sale, dated as of April 1, 2015 ("Bill of Sale"), pursuant to which, inter alia, Assignor assigned to Assignee its right, title and interest in the U.S. patent set forth in Schedule A (the "Assigned Patent"); and

WHEREAS, Assignor wishes to confirm Assignee's record and beneficial ownership of, and assign to Assignee any right, title and interest that Assignor may have in and to, the Assigned Patent.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Bill of Sale and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u> Capitalized terms used herein and not otherwise defined herein shall have the meanings accorded to them in the Bill of Sale or the Purchase Agreement (as defined in the Bill of Sale), as applicable.
- 2. Assignment. Assignor hereby confirms its assignment to Assignee, pursuant to the Bill of Sale, of, and does hereby sell, convey, assign, set-over, transfer and deliver to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignor's right, title and interest in, to and under the Assigned Patent, including (a) all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, and (b) all rights, interest, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patent, including, but not limited to, the right to compromise, sue for and collect such profits and damages; to have and to hold such Assigned Patent for the use and enjoyment of Assignee and its successors and assigns forever.
- Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording the assignment herein with the United States Patent and Trademark Office.
- 4. <u>Governing Law</u>. This Assignment, and any claim or cause of action arising out of or relating to this Assignment, shall be governed by and construed in accordance with the laws of the United States, in respect of intellectual property issues, and in all other respects, including as to validity, interpretation and effect, by the internal laws (as opposed to the conflicts of law provisions) of the State of New York.

*

- 5. <u>Binding Effect: No Other Beneficiaries</u>. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns. Nothing in this Assignment shall confer any obligations or rights upon any person or entity other than Assignor and Assignee and their respective successors and assigns.
- 6. <u>Counterparts</u>. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE

ACCORDIA LIFE AND ANNUITY COMPANY

Name: Michiga H. Milla

Title: PLESIDEN F

ASSIGNOR

ATHENE ANNUITY AND LIFE COMPANY

By

| Zade V. Cadanda
| Name: Ever 66. At he Sam
| Title: Supplementary Consumation & Same hery

[Signature page to Confirmatory Patent Assignment]

SCHEDULEA

RECORDED: 04/15/2015

ASSIGNED PATENT

ant budget for 7376609 May 20,	Patent Registration No.	SET385583 [44.	o. Registration Date
an index-linked insurance modust	Maximization of a hedged investment budget for 7376	609	May 20, 2008
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[Schedule A to Confirmatory Patent Assignment]

PATENT REEL: 035412 FRAME: 0040