

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6661692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY	12/31/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
<b>Street Address:</b>	8515 E. ORCHARD ROAD
<b>City:</b>	GREENWOOD VILLAGE
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10521773
Patent Number:	7805352
Patent Number:	7840469
Patent Number:	7853509
Patent Number:	7979337
Patent Number:	8086512
Patent Number:	8112346
Patent Number:	8112345
Patent Number:	8131622
Patent Number:	8229829
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)672-5399
<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>	202-672-5300
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<b>Correspondent Name:</b>	FOLEY & LARDNER LLP
<b>Address Line 1:</b>	3000 K STREET N.W.
<b>Address Line 2:</b>	SUITE 600
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007-5109
<b>ATTORNEY DOCKET NUMBER:</b>	GW0001-0004 (125393)

PATENT

<b>NAME OF SUBMITTER:</b>	MIYUKI CHRISTOPHER
<b>SIGNATURE:</b>	/Miyuki Christopher/
<b>DATE SIGNED:</b>	04/16/2021
<b>Total Attachments: 6</b> source=Patent Assignment#page1.tif source=Patent Assignment#page2.tif source=Patent Assignment#page3.tif source=Patent Assignment#page4.tif source=Patent Assignment#page5.tif source=Patent Assignment#page6.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT, dated as of December 31, 2020 (this “Assignment”), has been made and entered into by and between Massachusetts Mutual Life Insurance Company, a Massachusetts domiciled mutual life insurance company (“Seller”), and Great-West Life & Annuity Insurance Company, a Colorado domiciled stock life insurance company (“Purchaser”).

WHEREAS, Seller and Purchaser entered into that certain Sale and Purchase Agreement, dated as of September 8, 2020 (the “Purchase Agreement”), pursuant to which (a) Seller agreed to sell, convey, assign, transfer and deliver (or to cause its Affiliates to sell, convey, assign, transfer and deliver) to Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances), and Purchaser agreed to purchase, acquire, assume and accept from Seller and its Affiliates, all of Seller’s and its Affiliates’ rights, title and interests as the same shall exist immediately prior to the Effective Time, in and to the Transferred Assets and (b) Purchaser has agreed to assume the Assumed Non-Insurance Liabilities, in each case upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to Section 2.02(d)(ii) of the Purchase Agreement, Seller wishes to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser wishes to purchase, acquire, assume and accept from Seller, all of Seller’s right, title and interests in and to the Transferred Intellectual Property, including the patents, patent applications, and provisional patent applications (including any and all divisions, continuations, continuations-in-part, and reissues thereof) listed on Schedule A, attached hereto and incorporated herein (collectively, the “Assigned Patents”); and

WHEREAS, the execution and delivery of this Assignment by Seller and Purchaser is a condition to the obligations of Seller and Purchaser to consummate the Closing.

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements set forth herein, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. Assignment. As of the Effective Time, pursuant to the requirements of the Purchase Agreement, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Purchaser all of its right, title and interests, as the same shall exist immediately prior to the Effective Time, in and to the following: (1) Assigned Patents; (2) all proprietary rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, including by international treaties and conventions; (3) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (4) any and all claims and causes of action with respect to any of the foregoing, 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 thereof, with the right but no obligation to sue for such legal and equitable

relief and to collect, or otherwise recover, any such damages, in each case subject to any licenses and other rights to third parties as of immediately prior to the Effective Time, and otherwise all free and clear of all Encumbrances (other than Permitted Encumbrances), to have and to hold the same unto Purchaser, its successors and assigns, forever.

(b) As of the Closing, pursuant to the requirements of the Purchase Agreement, Purchaser hereby irrevocably and unconditionally purchases, acquires, assumes and accepts from Sellers all of Sellers' right, title and interests in and to the Assigned Patents.

Section 3. No Modification of the Purchase Agreement. Purchaser acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement. Nothing contained herein shall release Seller, or Purchaser from any of their respective obligations under the Purchase Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 4. Recordation. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. After the Effective Time, upon Purchaser's reasonable request, Seller will provide Purchaser with reasonable assistance and cooperation, execute all documents reasonably necessary, including reasonably cooperating (as necessary as prior owner of the Assigned Patents) with Purchaser in any infringement action that Purchaser may bring against a third party for infringement of one or more of the Assigned Patents, provided, however, that Purchaser reimburses Seller for any out of pocket costs that Seller may incur in connection therewith.

Section 5. General Provisions. Sections 1.02, 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09 and 9.10 of the Purchase Agreement are each hereby incorporated by reference mutatis mutandis.

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IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Assignment as of the date first set forth above.

**MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY**

By:  \_\_\_\_\_

Name: Michael Fanning

Title: Head of MassMutual U.S.

**GREAT-WEST LIFE & ANNUITY  
INSURANCE COMPANY**

By: Andra S. Bolotin  
Name: Andra S. Bolotin  
Title: Executive Vice President and  
Chief Financial Officer

**Schedule A**

**Assigned Patents**

U.S. Patents:

<b><u>TITLE</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>OWNER</u></b>
Lifetime Income	7853509	12/14/2010	Massachusetts Mutual Life Insurance Company
Lifetime Income	8112345	2/7/2012	Massachusetts Mutual Life Insurance Company
System and Method for Administering a Lifetime Share Plan	7840469	11/23/2010	Massachusetts Mutual Life Insurance Company
System and Method for Administering a Lifetime Income Share Plan	8131622	5/19/2011	Massachusetts Mutual Life Insurance Company
System and Method for Managing and Administering a Lifetime Income Share Plan	7805352	9/28/2010	Massachusetts Mutual Life Insurance Company
System and Method for Managing and Administering a Lifetime Income Share Plan	7979337	7/12/2011	Massachusetts Mutual Life Insurance Company
System and Method for Processing Data Related to Convertible Financial Instruments	8112346	2/7/2012	Massachusetts Mutual Life Insurance Company
System and Method for Processing Data Related to Financial Instruments for Providing Deferred Income	8229829	7/24/2012	Massachusetts Mutual Life Insurance Company
System and Method for Scheduling Asset Allocation	8086512	12/27/2011	Massachusetts Mutual Life Insurance Company
Methods, Computer Program Products, and Systems for Reducing Liability Exposure by Improving Retirement Readiness of a Workforce	10521773	12/31/2019	Massachusetts Mutual Life Insurance Company

U.S. Patent Applications:

<b><u>TITLE</u></b>	<b><u>APP. NO.</u></b>	<b><u>OWNER</u></b>
***	14/451,193	Massachusetts Mutual Life Insurance Company

***	14/451,246	Massachusetts Mutual Life Insurance Company
***	16/727,580	Massachusetts Mutual Life Insurance Company