

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
John Hancock Life Insurance Company		12/09/2009	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	John Hancock Life Insurance Company (U.S.A.)
Street Address:	601 Congress Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	71612393	JOHN HANCOCK
Serial Number:	72328547	IGP
Serial Number:	73353178	GENERATOR
Serial Number:	73424443	JOHN HANCOCK
Serial Number:	73648916	JOHN HANCOCK
Serial Number:	73649801	JOHN HANCOCK
Serial Number:	73668452	ACCOMMODATOR
Serial Number:	74520011	INDEPENDENCE PREFERRED
Serial Number:	74528847	MEDALLION
Serial Number:	75208668	INTERNATIONAL GROUP PROGRAM
Serial Number:	75562491	PORTFOLIO BY DESIGN
Serial Number:	75656495	JHF

OP \$840.00 71612393

Serial Number:	76205566	REVOLUTION
Serial Number:	76235109	LTC EASYPAY
Serial Number:	76401362	HANCOCK PARTNERS
Serial Number:	76401681	HANCOCK PARTNERS
Serial Number:	76401684	HP
Serial Number:	76402500	HANCOCK PARTNERS
Serial Number:	76403132	ABC-AFFORDING THE BEST COLLEGE
Serial Number:	77127138	IT'S ALL ABOUT THE PROMISES
Serial Number:	77127145	IT'S ALL ABOUT THE PROMISES
Serial Number:	77148406	IT'S SIMPLY PART OF WHO WE ARE
Serial Number:	77148416	IT'S SIMPLY PART OF WHO WE ARE
Serial Number:	77557194	IGP INTERNATIONAL GROUP PROGRAM
Serial Number:	77751103	SIGNATURENOTES
Serial Number:	77765181	THE JUNCTION
Serial Number:	77765190	THE JUNCTION
Serial Number:	77765210	THE JUNCTION
Serial Number:	78076112	ASSUREMARK
Serial Number:	78104110	SIGNATURENOTES
Serial Number:	78161547	SOUND SOLUTION ANNUITY
Serial Number:	78884789	ADVISORS PURSUING EXCELLENCE
Serial Number:	78884803	ADVISORS PURSUING EXCELLENCE

**CORRESPONDENCE DATA**

Fax Number: (617)832-7000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-832-1000  
Email: ustrademark@foleyhoag.com  
Correspondent Name: Charles E. Weinstein, Esq.  
Address Line 1: 155 Seaport Boulevard  
Address Line 2: Seaport World Trade Center West  
Address Line 4: Boston, MASSACHUSETTS 02210-2600

ATTORNEY DOCKET NUMBER:	04310.00002
NAME OF SUBMITTER:	Charles E. Weinstein, Esq.
Signature:	/Charles E. Weinstein, Esq./
Date:	01/11/2010

Total Attachments: 9

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The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF CONSOLIDATION / MERGER

(General Laws, Chapter 156B, Section 79)

(General Laws, Ch. 175, Sec. 19B)

Consolidation / merger of

John Hancock Life Insurance Company

and

John Hancock Variable Life Insurance

Company

the constituent corporations, into

John Hancock Life Insurance Company (U.S.A.)

one of the constituent corporations organized under the laws of: Michigan

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of consolidation / merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 79, and will be kept as provided by Subsection (c) thereof. The resulting / surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the consolidation / merger determined pursuant to the agreement of consolidation / merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing:

3. (For a merger)

\*\*The following amendments to the Articles of Organization of the surviving corporation have been effected pursuant to the agreement of merger:

NONE

(For a consolidation)

(a) The purpose of the resulting corporation is to engage in the following business activities:

N/A

\* Ch. 175, Sec. 19B

\*Delete the inapplicable words.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated.

TRADEMARK

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Examiner

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P.C.

**(For a consolidation)**

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	50,000,000	\$1.00
Preferred:		Preferred:	50,000,000	\$1.00

**\*\***(c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

NONE

**\*\***(d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

NONE

**\*\***(e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

NONE

**Item 4 below may be deleted if the resulting /surviving corporation is organized under the laws of a state other than Massachusetts.**

4. The information contained in Item 4 is *not a permanent* part of the Articles of Organization of the \*resulting / \*surviving corporation.

(a) The street address of the \*resulting / \*surviving corporation *in Massachusetts* is: *(post office boxes are not acceptable)*

N/A

**\*\****If there are no provisions state "None".*

(b) The name, residential address and post office address of each director and officer of the \*resulting / \*surviving corporation is:

NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:		
Treasurer:	N/A	
Clerk:		
Directors:		

(c) The fiscal year end (i.e. tax year) of the ~~resulting~~ / \*surviving corporation shall end on the last day of the month of: December

(d) The name and business address of the resident agent, if any, of the ~~resulting~~ / \*surviving corporation is:  
601 Congress Street, Attention: Corporate Secretary,  
Boston, MA 02210

Item 5 below may be deleted if the resulting/surviving corporation is organized under the laws of Massachusetts.

5. The ~~resulting~~ / \*surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the \*resulting / \*surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

**FOR MASSACHUSETTS CORPORATIONS**

The undersigned \*President / \*Vice President and \*Clerk / \*Assistant Clerk of \_\_\_\_\_, a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of \*consolidation / \*merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.

N/A

\_\_\_\_\_, \*President / \*Vice President

\_\_\_\_\_, \*Clerk / \*Assistant Clerk

**FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS**

The undersigned, † President and †† Secretary,

of John Hancock Life Insurance Company (U.S.A.), a corporation organized under the laws of

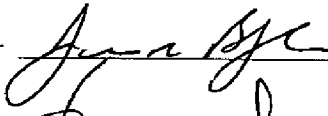

Michigan, further state under the penalties of perjury that the agreement of \*consolidation /

\*merger has been duly adopted by such corporation in the manner required by the laws of Michigan.

*\*Delete the inapplicable words.*

*†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.*

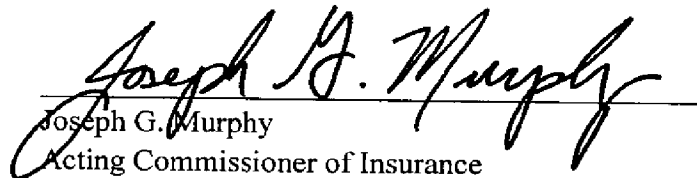
*††Specify the officer having powers and duties corresponding to the clerk or assistant clerk of such a Massachusetts corporation.*

†   
††  TRADEMARK

CERTIFICATION OF MERGER AGREEMENT BETWEEN JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), JOHN HANCOCK LIFE INSURANCE COMPANY AND JOHN HANCOCK VARIABLE LIFE INSURANCE COMPANY PURSUANT TO M.G.L. c. 175, § 19B

I hereby certify, after examination thereof, that the attached Merger Agreement between John Hancock Life Insurance Company (U.S.A.), a stock insurance company organized under the laws of the State of Michigan ("JHUSA"), John Hancock Life Insurance Company, a stock life insurance company organized under the laws of the Commonwealth of Massachusetts ("JHLICO"), and John Hancock Variable Life Insurance Company, a stock life insurance company organized under the laws of the Commonwealth of Massachusetts ("JHVLICO") submitted to me in pursuant to M.G.L. c. 175, § 19B has been executed in accordance with the authorization issued by the Commissioner of Insurance on August 27, 2009. In accordance with the attached Merger Agreement, JHLICO and JHVLICO shall merge with and into JHUSA as of the end of the day on December 31, 2009.

December 22, 2009

  
Joseph G. Murphy  
Acting Commissioner of Insurance

**MERGER AGREEMENT**

THIS AGREEMENT made this 9<sup>th</sup> day of December, 2009

BETWEEN:

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)** a stock life insurance company organized under the laws of the State of Michigan ("JHUSA");

AND:

**JOHN HANCOCK LIFE INSURANCE COMPANY** a stock life insurance company organized under the laws of The Commonwealth of Massachusetts ("JHLICO");

AND:

**JOHN HANCOCK VARIABLE LIFE INSURANCE COMPANY** a stock life insurance company organized under the laws of The Commonwealth of Massachusetts ("JHVLICO");

WHEREAS JHUSA, JHLICO and JHVLICO (collectively the "Parties") are regulated insurers, and they propose to apply to the Massachusetts Insurance Commissioner and to the Commissioner of The Michigan Office of Financial and Insurance Regulation for approval of merger pursuant to the applicable laws of Massachusetts and Michigan .

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

1. **Agreement to Merge:** JHLICO and JHVLICO are hereby merged with and into JHUSA pursuant to the provisions of the applicable laws of Massachusetts and Michigan as of the Effective Time. JHUSA shall continue as the surviving company (the "Company") upon and subject to the terms and conditions and in the manner hereinafter set forth. At the Effective Time, JHLICO, JHVLICO and JHUSA shall file such documents with the Commissioner of the Office of Financial and Insurance Regulation and the Massachusetts Insurance Commissioner as may be required to record the merger.



2. **Name:** The name of the Company shall continue to be "John Hancock Life Insurance Company (U.S.A.)".
3. **Head Office:** The statutory home office of the Company shall continue to be located in the City of Bloomfield Hills, in the State of Michigan.
4. **Stock Company:** The Company shall continue to be a stock life insurance company.
5. **Directors:** The Directors of the Company shall continue to be those Directors of JHUSA then serving immediately prior to the Effective Time.
6. **Articles:** The Articles of JHUSA in existence immediately prior to the Effective Time shall continue to be the Articles of the Company
7. **By-Laws:** The By-Laws of JHUSA in existence immediately prior to the Effective Time shall continue to be the By-Laws of the Company.
8. **Assets and Liabilities:** As of the Effective Time, all the assets and liabilities of JHLICO and JHVLICO shall become, by operation of law, the assets and liabilities of the Company, including, without limitation, any and all obligations and liabilities, of any kind, to policyholders and creditors.

On the effective date of the merger, the separate corporate existence of JHLICO and JHVLICO will cease. The Company will be the surviving corporation and will continue its existence under the laws of the State of Michigan, with all of its purposes, assets, rights, privileges, powers, franchises, licenses, registrations and interests of every kind continuing unaffected and unimpaired by the merger. All property, (real, personal and mixed,) objects, rights, privileges, powers, franchises, licenses (excluding insurance certificates of authority), and other assets of JHLICO and JHVLICO shall be transferred and be vested in the Company by virtue of the merger.

In accordance with laws of the Commonwealth of Massachusetts – the state of domicile of JHLICO and JHVLICO, any action or proceeding whether civil, criminal or administrative pending against JHLICO or JHVLICO may be prosecuted to final judgment as if the merger had not taken place, or the Company may be substituted in place of JHLICO or JHVLICO by order of the Court or administrative agency in which the action or proceeding is pending.

All separate accounts maintained in, and operated by, JHLICO and JHVLICO, shall transfer and become separate accounts of the Company, as of the Effective Time. The Company does not currently intend to consolidate separate accounts immediately following the Merger, but may choose to so in the future, and, subject to regulatory approval, nothing contained herein is intended to prohibit or limit the Company's ability to consolidate separate accounts in the future.

9. **Distribution of Shares:** As of the Effective Time, JHUSA shall issue to The Manufacturers Investment Corporation, which shall then be the sole shareholder of JHLICO, one new share of its capital stock in consideration of the cancellation of all the shares of JHLICO and JHVLICO stock. All of the shares of capital stock of JHLICO and JHVLICO which are issued and outstanding immediately prior to the Effective Time, by virtue of the merger and by operation of law and without any action on the part of the holder thereof, shall no longer be outstanding, shall be canceled and retired, and shall cease to exist, and each holder of a certificate representing any such shares of capital stock of JHLICO or JHVLICO shall thereafter cease to have any rights with respect to such shares of capital stock thereof.

10. **Conditions:** The merger described herein is subject to the receipt of all prior approvals required under Michigan and Massachusetts laws, and the laws of the jurisdictions in which JHLICO, JHVLICO and JHUSA are licensed to do business. The merger described herein is also subject to the Parties' termination rights as described in Paragraph 12 below.


11. **Effective Time:** The merger described herein shall be effective as of the end of the day on December 31, 2009, unless amended by the Parties in writing prior to the Effective Time.

12. **Termination:** The approval of this Agreement by the stockholders of each of JHLICO, JHVLICO and JHUSA entitled to vote on the merger shall not preclude the directors of any of the Parties from deciding to terminate this Agreement prior to the Effective Time. The Termination of the Agreement shall be in writing and shall be made in the form and subject to the conditions contained in the Agreement to Merge.

13. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

14. **Entire Agreement.** This Agreement between JHLICO, JHVLICO and JHUSA supersedes any and all prior agreements relating to the matters dealt with herein.

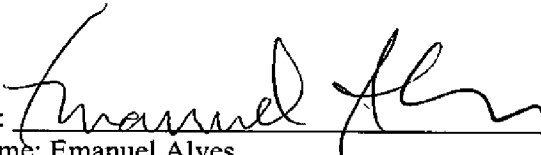
**JOHN HANCOCK LIFE INSURANCE  
COMPANY (U.S.A.)**

By:   
Name: Lynne Patterson  
Title: Senior Vice President & Chief Financial Officer

**JOHN HANCOCK LIFE INSURANCE COMPANY**

By:   
Name: John G. Vrysen  
Title: Senior Vice President

**JOHN HANCOCK VARIABLE LIFE INSURANCE  
COMPANY**

By:   
Name: Emanuel Alves  
Title: Vice President, Counsel and Corporate Secretary

061290

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF \*CONSOLIDATION / \*MERGER

(General Laws, Chapter 156B, Section 79)

1102659

I hereby approve the within Articles of \*Consolidation / \*Merger and, the filing fee in the amount of \$ 250 , having been paid, said articles are deemed to have been filed with me this 22 day of Dec , 20 09.

Effective date December 22 2009



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

A copy this filing will be available on-line at [www.state.ma.us/sec/cor](http://www.state.ma.us/sec/cor) once the document is filed.