

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kanaly Company		12/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kanaly Trust, LTA		
Street Address:	5555 San Felipe		
Internal Address:	Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	a Texas Limited Trust Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1298025	KANALY	
Registration Number:	1299919	KANALY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-3865		
Email:	christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22363-24		
NAME OF SUBMITTER:	Christine Casey		

CH \$65.00 1298025

Signature:	/Christine Casey/
Date:	12/19/2012
Total Attachments: 5 source=FINAL and EXECUTED - Project Raven - Intellectual Property Assigment#page1.tif source=FINAL and EXECUTED - Project Raven - Intellectual Property Assigment#page2.tif source=FINAL and EXECUTED - Project Raven - Intellectual Property Assigment#page3.tif source=FINAL and EXECUTED - Project Raven - Intellectual Property Assigment#page4.tif source=FINAL and EXECUTED - Project Raven - Intellectual Property Assigment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of December 14, 2012 (the "Effective Date"), by and among The Kanaly Company, a Delaware Corporation ("Assignor") and Kanaly Trust, LTA, a Texas limited trust association (the "Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, in connection with the transactions contemplated by, and pursuant to Section 2.06(e) of, that Unit Purchase Agreement dated as of the date hereof, by and among Kanaly Holdings, LLC, a Delaware limited liability company, Kanaly Holdings, LLC, a Texas limited liability company, Assignor, each of the individuals signatory thereto under the heading "Sellers" on the signature pages thereto (such individuals, together with Assignor, the "Sellers"), and Jeffrey Kanaly, as the representative of the Sellers (the "Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to: (i) the trademarks and trademark applications set forth on Schedule A, including any trade, corporate or business names, trademarks, identifying logos, service marks, domain names, brand names or any other name or source identifier relating thereto, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to and under any of the foregoing ("Trademarks"); and (ii) the copyright registrations and applications for copyright registration set forth on Schedule B ("Copyrights).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby contributes, assigns, transfers, conveys, delivers and sets over to Assignee, effective immediately prior to the Closing, the entire right, title and interest in and to the Trademarks and Copyrights, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks or Copyrights, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Register of Copyrights of the United States, the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and Copyrights.

Assignor shall take all further actions and provide to Assignee, its successors, assigns, and other legal representatives, all such cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all affidavits, declarations,

oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or other intellectual property registration, or any application for renewal or maintenance of a registration or other intellectual property registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, misappropriation, dilution, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional copyright, trademark, or other intellectual property protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Neither the making nor the acceptance of this conveyance, assignment, transfer and assumption shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any obligations or duties imposed thereby. For the avoidance of doubt, in the event of any conflict or ambiguity between the provisions of this Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the Purchase Agreement shall control.

The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

THE KANALY COMPANY

By: 

Name: Andrew D. Kanaly

Its:

ASSIGNEE:

KANALY TRUST, LTA

By: 

Name: Andrew D. Kanaly

Its: Chairman and President

Trademark Registrations and Applications

	Mark	Country	App. No/ Filing Date	Reg. No/ Reg. Date	Class	Current Owner
1.	KANALY	U.S.	73/403474 11/22/1982	1298025 9/25/1984	36) personal financial counseling, investment management, trust and estate planning and administration, general cash flow management and insurance analysis and planning services	The Kanaly Company
2.	KANALY	U.S.	73/403475 11/22/1982	1299919 10/9/1984	41) educational services-namely, conducting seminars in the fields of investment planning, trust and estate planning, general cash flow management and insurance analysis and planning	The Kanaly Company
3.	KANALY	Texas		41207 12/31/1982	41) Personal financial counseling, investment management, trust and estate planning and administration, general cash flow management and insurance analysis and planning services.	The Kanaly Company
4.	KANALY	Texas		41195 12/29/1982	36) Personal financial counseling, investment management, trust and estate planning and administration, general cash flow management and insurance analysis and planning services	The Kanaly Company

Copyright Registrations and Applications

	Title	Registration Date	Registration No.	Current Owner
1.	Personal financial life cycle.	4/24/2003	TX5756095 (Prev. Reg. TX1966686)	The Kanaly Company
2.	Customer relationship management ver. 1 (KTC CRM V1)	12/21/2001	TX5529394	The Kanaly Company