

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worth Media Group, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Worth Group, LLC		
Street Address:	1271 Avenue of the Americas, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3905064	THE EVOLUTION OF FINANCIAL INTELLIGENCE	
Registration Number:	3056278	WEALTH IN PERSPECTIVE	
Registration Number:	1780221	WORTH	
Registration Number:	4190609	WORTH	
Registration Number:	4382465	WORTH LEADING ADVISORS	
Registration Number:	4382464	WORTH LEADING WEALTH ADVISORS	
CORRESPONDENCE DATA			
Fax Number:	5619622101		
<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>			
Phone:	561-962-2100		
Email:	lpatino@duanemorris.com		
Correspondent Name:	Duane Morris LLP		
Address Line 1:	5100 Town Center Circle, Suite 650		
Address Line 2:	Gregory M. Lefkowitz		
Address Line 4:	Boca Raton, FLORIDA 33486		
ATTORNEY DOCKET NUMBER:	F6052-0-WORTH		
NAME OF SUBMITTER:	Gregory M. Lefkowitz		
SIGNATURE:	/Gregory M. Lefkowitz/		

CH \$165.00 3905064

DATE SIGNED:	06/17/2015
Total Attachments: 3 source=Worth Media Group LLC-Worth Group LLC Assignment#page1.tif source=Worth Media Group LLC-Worth Group LLC Assignment#page2.tif source=Worth Media Group LLC-Worth Group LLC Assignment#page3.tif	

EXHIBIT 4.2D

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into as of April 30, 2015, by Worth Media Group, LLC, a Delaware limited liability company (“**Assignor**”), in favor of Worth Group, LLC., a Delaware limited liability company (“**Assignee**”).

Assignor has agreed to assign, convey and transfer to Assignee all of its right, title and interest in and to certain trademarks, including, without limitation, the registered trademarks and trademark applications listed below (the “**Assigned Trademarks**”), together with the goodwill of Assignor’s business to the extent connected with, and symbolized by, the Assigned Trademarks.

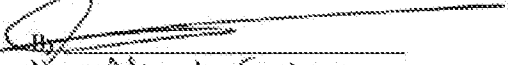
The parties wish to execute this Assignment for purposes of recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

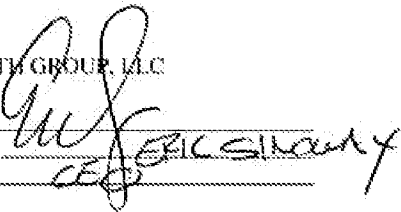
1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:
 - (a) the Assigned Trademarks throughout the world;
 - (b) the trademark registrations and applications for registration of the Assigned Trademarks which are set forth in **Schedule A** attached hereto;
 - (c) the goodwill of Assignor’s business (whether direct, done under license or otherwise) to the extent connected with, and symbolized by, the Assigned Trademarks throughout the world; and
 - (d) all rights, claims and privileges related to any of the Assigned Trademarks worldwide, including, without limitation, (i) the right to prosecute applications for registration of trademarks and maintain trademark registrations for the Assigned Trademarks and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage, degradation or injury to the Assigned Trademarks.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title and interest in and to the Assigned Trademarks.
3. Assignor shall, at Assignee’s reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

WORTH MEDIA GROUP, LLC

By: 
Name: Adam L. Gander
Title: CEO

WORTH GROUP, LLC

By: 
Name: ERIC SILOWAY
Title: CEO

SIGNATURE PAGE TO WORTH MEDIA GROUP, LLC / WORTH GROUP, LLC
TRADEMARK ASSIGNMENT

0037351

SCHEDULE A TO TRADEMARK ASSIGNMENT

OWNER	COUNTRY	REG. NUMBER	REG. DATE	TRADEMARK
Worth Media Group, LLC	Canada	Registered TMA454175	2/16/1996	WORTH
Worth Media Group, LLC	China	Registered 5802484	10/21/2009	WORTH
Worth Media Group, LLC	European Community	Registered 5443131	11/14/2008	WORTH
Worth Media Group, LLC	Singapore	Registered T06/23817H	11/6/2006	WORTH
OWNER	REG. NUMBER.	REGISTRATION	TRADEMARK	
Worth Media Group, LLC	Registration # 3905064	1/11/2011	THE EVOLUTION OF FINANCIAL INTELLIGENCE - word	
Worth Media Group, LLC	Registration # 3056278	1/31/2006	WEALTH IN PERSPECTIVE – word	
Worth Media Group, LLC	Registration # 1780221	7/6/1993	WORTH – word	
Worth Media Group, LLC	Registration # 4190609	8/14/2012	WORTH (downloadable)	
Worth Media Group, LLC	Registration # 4382465	8/13/2013	WORTH LEADING ADVISORS	
Worth Media Group, LLC	Registration # 4382464	8/13/2013	WORTH LEADING WEALTH ADVISORS	