

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Northwestern Mutual Life Insurance Company		03/20/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	The Producer Group, LLC		
Street Address:	3901 Westerre Pkwy, Suite 300		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23233		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1938787	TODD	
Registration Number:	1968066	T	
CORRESPONDENCE DATA			
Fax Number:	4406841095		
<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:	440-684-1090		
Email:	lcahill@kusnerjaffe.com		
Correspondent Name:	MICHAEL A. JAFFE, KUSNER & JAFFE		
Address Line 1:	6150 PARKLAND BOULEVARD, SUITE 105		
Address Line 2:	PARAGON CENTER II		
Address Line 4:	MAYFIELD HEIGHTS, OHIO 44124		
ATTORNEY DOCKET NUMBER:	TO11354US & TO11355US		
NAME OF SUBMITTER:	Michael A. Jaffe		
SIGNATURE:	/Michael A. Jaffe/		
DATE SIGNED:	11/03/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this ___ day of March, 2014 (the "Effective Date") by and between The Northwestern Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Wisconsin ("Assignor") and The Producer Group, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner by assignment of United States Registration No. 1,938,787, issued November 28, 1995, for the mark "TODD"; United States Registration No. 1,968,066, issued April 16, 1996 for the mark "T" and Design (both TODD and T and Design to be referred to herein collectively as the "Registered Marks"); and common law rights in the marks and trade names TODD, THE TODD ORGANIZATION, TODD CONSULTING, INC., TODD SECURITIES, INC., TODD SECURITIES, L.L.C. and variations and permutations thereof (the "Common-Law Marks"), both the Registered Marks and the Common-Law Marks for use on or in connection with "development, implementation, financing and administration of executive benefit plans utilizing financing techniques and insurance and annuity products," in International Class 36 (the Registered Marks and the Common-Law Marks to be collectively referred to herein as the "Marks").

WHEREAS, since November of 2007, Assignee has been using the Marks with Assignor's permission pursuant to a Trademark License Agreement dated November 14, 2007 (the "License Agreement").

WHEREAS, since November of 2007, The Newport Group, Inc. ("Newport") has been using the Marks with Assignor's permission pursuant to a Trademark License Agreement dated November 15, 2007 (the "Newport License Agreement").

WHEREAS Assignee now desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor and Assignee hereby agree that the License Agreement is hereby terminated effective as the Effective Date of this Agreement, and neither party shall have any continuing liability or obligations under the License Agreement.
2. Assignor shall provide notice to Newport that the Newport License Agreement will be terminated in connection with the execution of this Agreement.

3. Assignor hereby grants, sells, transfers, assigns, conveys, and delivers unto Assignee, all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by such marks, including all of Assignor's present and future rights, title and interest of whatever kind in and to the Registered Marks. Assignor hereby warrants to Assignee that it has not taken any action to encumber title to the Marks other than the granting of the license under the Newport License Agreement. OTHER THAN THE WARRANTY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO ASSIGNEE AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT.

4. Contemporaneous with the execution of this Agreement, Assignor shall execute and deliver to Assignee an Assignment of Trademarks identical to the attached Exhibit A.

5. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

6. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

9. Miscellaneous.

(a) This Agreement and Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Wisconsin, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Wisconsin. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: *Becki Williams*
(signature)

Name: Becki Williams
(print or type name)

Title: Director of Corporate Markets

Date: 3/20/14

THE PRODUCER GROUP, LLC:

By: *Michael Power*
(signature)

Name: Michael Power
(print or type name)

Title: Executive Director

Date: 4/4/14

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF NAME AND RELATED TRADEMARKS (the "Assignment") is made effective as of the ___ day of March, 2014, by THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin insurance corporation, ("Assignor") and THE PRODUCER GROUP, LLC, a Missouri limited liability company ("Assignee").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, sells, transfers, assigns, conveys, and delivers unto Assignee all of Assignor's present and future rights, title and interest of whatever kind in and to the name "Todd", "The Todd Organization", "Todd Consulting, Inc.", "Todd Securities" and all variations and permutations thereof, together with all of Assignor's present and future rights, title and interest of whatever kind in and to those certain trademarks or service marks described as: TODD, registered with the United States Patent and Trademark Office, Registration Number 1,938,787, with Registration Date of November 28, 1995, and T plus design of twelve squares, registered with the United States Patent and Trademark Office, Registration Number 1,968,066, with Registration Date of April 16, 1996 (collectively, the "Name & Marks").

Assignor hereby covenants and agrees that Assignor shall execute and deliver to Assignee upon demand, from time to time, any further instrument or instruments which are reasonably necessary to reaffirm, correct or effect the assignment and transfer of the Name & Marks to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By: *Paul Williams*
Print Name: Paul Williams
Title or Position: Director - Advanced
Marketing Operations

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 20 day of March, 2014, by _____, as _____ of Assignor. Said person (check one) is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, or [] produced other identification, to wit: _____.

(NOTARY STAMP)

Marcy H. Wolfe
Signature of Notary Public

**Marcy H. Wolfe
Notary Public
State of Wisconsin**