

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cetera Financial Holdings, Inc.		03/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Legend Group Holdings, LLC		
Street Address:	4600 East Park Drive		
Internal Address:	Suite 300		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5006067	ADAPTIVE INTELLIGENCE PORTFOLIOS	
Serial Number:	86916987	ADAPTIVE INTELLIGENCE MODELS	
CORRESPONDENCE DATA			
Fax Number:	2127986307		
<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:	212 326 0443		
Email:	dfinguerra-ducharme@pryorcashman.com		
Correspondent Name:	Dyan Finguerra-DuCharme		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Dyan Finguerra-DuCharme		
SIGNATURE:	/dyan finguerra-ducharme/		
DATE SIGNED:	03/20/2017		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made and entered into effective as of March 20, 2017 by and between Cetera Financial Holdings, Inc., a Delaware corporation ("Assignor"), with a business address at 200 N. Sepulveda Blvd., Suite 1200, El Segundo, California 90245, on the one hand, and Legend Group Holdings, LLC, a Delaware limited liability company ("Assignee"), with a business address at 4600 East Park Drive Suite, 300, Palm Beach Gardens, Florida 33410, on the other hand.

WHEREAS, Assignor owns the service mark application and registration set forth on Schedule A attached hereto (collectively, the "References");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such References.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the References, throughout the world in perpetuity, and any registrations, renewals, reissues and extensions thereof, together with the goodwill associated with the References and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the References, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the References to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office and/or any foreign equivalent thereof, to record Assignee as the owner of the References and of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the References, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the References in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper service mark protection for the References in the United States and any foreign country, it being understood that

any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR:

CETERA FINANCIAL HOLDINGS, INC.

By: Stanley R. Smoley
Name: STANLEY R. SMOLEY
Title: VICE PRESIDENT

ASSIGNEE:

LEGEND GROUP HOLDINGS, LLC

By: _____
Name:
Title:

any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

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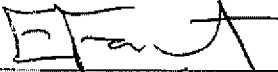
ASSIGNOR:

CETERA FINANCIAL HOLDINGS, INC.

By: _____
Name:
Title:

ASSIGNEE:

LEGEND GROUP HOLDINGS, LLC

By:  _____
Name: ED FORST
Title: PRESIDENT & CEO

SCHEDULE A

ADAPTIVE INTELLIGENCE MODELS in cl. 36 – U.S. Appl. Ser. No. 86/916,987

ADAPTIVE INTELLIGENCE PORTFOLIOS® in cl. 36 – U.S. Reg. No. 5,006,067

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RECORDED: 03/20/2017

**TRADEMARK
REEL: 006016 FRAME: 0563**