

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMEVEST Financial Services, Inc.		08/22/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cetera Financial Holdings, Inc.		
Street Address:	200 N. Sepulveda Blvd., Suite 1200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2194574	PRIMESWEEP	
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:	2123260443		
Email:	dfinguerra-ducharme@pryorcashman.com		
Correspondent Name:	Dyan Finguerra-DuCharme, Esq.		
Address Line 1:	Pryor Cashman LLP		
Address Line 2:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	18243-00004		
NAME OF SUBMITTER:	Dyan Finguerra-DuCharme		
SIGNATURE:	/dyan finguerra-ducharme/		
DATE SIGNED:	08/29/2017		
Total Attachments: 2			
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CH \$40.00 2194574

ASSIGNMENT

This Assignment (hereinafter "Agreement") is made and entered into effective as of 8-22, 2017 by and between PRIMEVEST Financial Services, Inc., a corporation organized under the laws of Minnesota, with an address of 400 First Street South, Suite 300, St. Cloud, MN 56301 (hereinafter "Assignor"), on the one hand, and Cetera Financial Holdings, Inc., a corporation organized under the laws of Delaware, with an address of 200 N. Sepulveda Blvd., Suite 1200 El Segundo, CA 90245, (hereinafter "Assignee"), on the other hand.

WHEREAS, Assignor owns a trademark registration for the mark PRIMESWEEP (hereinafter "Mark") in International class 36, as set forth under Registration No. 2194574 (hereinafter "Registration") (the Mark and Registration are hereinafter collectively referred to as the "Property");

WHEREAS, Assignor now desires to assign to Assignee all right, title and interest in and to said Registration, together with the related goodwill, and Assignee desires to acquire from Assignor all of its right, title and interest in, and to said Registration, together with the related goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property, all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of the 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 Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party; and

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Transferred Rights, 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 Registration in said Assignee,

its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ASSIGNOR:

PRIMEVEST Financial Services, Inc.

By: Kimberly A. Holweg

Name: Kimberly A. Holweg

Title: COO

ASSIGNEE:

Cetera Financial Holdings, Inc.

By: Stanley R. Swiley

Name: STANLEY R. SWILEY

Title: VICE PRES.