

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AdvisorTrust, Inc.		10/31/2017	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Professional Capital Services, LLC		
Street Address:	1801 Market Street		
Internal Address:	Suite 1000		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5078290	ADVISORTRUST	
CORRESPONDENCE DATA			
Fax Number:	2155757200		
<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:	215-575-7155		
Email:	tmconfirm@dilworthlaw.com		
Correspondent Name:	Edward F. Behm, Jr. Dilworth Paxson LLP		
Address Line 1:	1500 Market Street		
Address Line 2:	Suite 3500E		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
NAME OF SUBMITTER:	Edward F. Behm, Jr.		
SIGNATURE:	/Edward F. Behm, Jr./		
DATE SIGNED:	12/05/2017		
Total Attachments: 2			
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source=AdvisorTrust Mark Assignment to PCS 103117 (2)#page2.tif			

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**MARK
ASSIGNMENT AGREEMENT**

This Assignment Agreement, effective October 31, 2017 ("Effective Date") by and between by and between AdvisorTrust, Inc., a South Dakota Corporation having a place of business at 201 South Phillips Avenue, Suite 123, Sioux, SD 57104 ("Assignor"), and Professional Capital Services, LLC a Limited Liability Company, having a place of business at 1801 Market Street, Suite 1000, Philadelphia, PA 19103 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered trademark ADVISORTRUST and design, having United States Registration No. 5,078,290, as used for and in connection with a variety of goods and services (the "Mark");

WHEREAS, Assignee is desirous of acquiring any and all of Assignor's right, title and interest in and to the Mark, and any and all goodwill of the business associated therewith; and

WHEREAS, the parties wish to acknowledge this assignment and make it of record in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over unto Assignee, Assignor's entire right, title and interest in and to the Mark and any and all goodwill of the business associated therewith, any and all future causes of action related to the Mark, the Mark to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns.
2. Upon request, Assignor further agrees to execute such additional documents as may be required to effectuate, perfect and/or record the assignment set forth herein in the United States Patent and Trademark Office or any other domestic or foreign government agency or office.
3. Assignor agrees to cease any and all use now and in the future of the Mark.
4. Waiver by either party of any breach or failure by either party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce and compel strict compliance with any term or condition hereof.
5. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, affiliates, licensees, and assigns.

6. Assignor agrees that irreparable harm will result in the event of a breach of any provision hereof. Hence, Assignor agrees that in the event of such a breach, Assignee shall be entitled, in addition to any other legal or equitable relief, damages, and remedies to which it may be entitled or which may be available, to an injunction to restrain the violation thereof.
7. Assignor represents and warrants that (i) Assignor has the power and authority to enter into and perform its obligations under this Agreement; and (ii) Assignor has not assigned the Mark previously.
8. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.
9. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

below. **IN WITNESS WHEREOF**, the Parties have executed the Agreement as set forth

ASSIGNOR:

ADVISORTRUST, INC.

By: 
Name: Nazareno J. Regalbuto
Title: Chief Executive Officer

ASSIGNEE:

PROFESSIONAL CAPITAL SERVICES, LLC

By: 
Name: Mark B. Klein
Title: Chief Executive Officer