

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brown and Joseph LTD.		03/26/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Brown & Joseph, LLC		
Street Address:	One Pierce Place, Suite 1225W		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4090194	BROWN & JOSEPH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6821.003		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	03/28/2018		
Total Attachments: 5			
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OP \$40.00 4090194

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of March 26, 2018 and is between Brown and Joseph LTD., an Illinois corporation ("Assignor"), and Brown & Joseph, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (the "Mark");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), Assignor has agreed to transfer all of its right, title and interest in and to the Mark to Assignee;

C. In connection with the Purchase Agreement, Assignor has agreed to transfer substantially all of the assets of the business to which the Mark relates, and that such business is ongoing; and

D. Assignor desires to assign all of its right, title and interest in and to the Mark to Assignee, and Assignee desires to acquire the Mark.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns, all right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business to which the Mark pertains, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Mark or derived therefrom to Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Mark in Assignee or which may be necessary to obtain, renew, issue or enforce the Mark. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within five business days of Assignee's delivery to Buyer of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.PDF) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and be construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

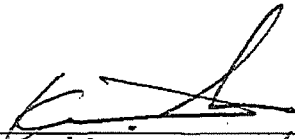
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

BROWN AND JOSEPH LTD.

BROWN & JOSEPH, LLC

By: 
Name: Kevin Walsh
Its: President

By: _____
Name: David Murav
Its: Vice President and Treasurer

Address for Notices:
Kevin Walsh
3105 Hawthorne Hills Lane
Carpentersville, IL 60110
Email: kevin.walsh@brownandjoseph.com

Address for Notices:
Brown & Joseph, LLC
c/o LaSalle Capital Group
70 West Madison Street, Suite 5710
Chicago, IL 60602
Attention: Ryan Anthony
Email: ranthony@lasallecapital.com

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006302 FRAME: 0558

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:


BROWN AND JOSEPH LTD.

By: _____
Name: _____
Its: _____

Address for Notices:
Kevin Walsh
3105 Hawthorne Hills Lane
Carpentersville, IL 60110
Email: kevin.walsh@brownandjoseph.com

ASSIGNEE:


BROWN & JOSEPH, LLC

By:  _____
Name: David Murav
Its: Vice President and Treasurer

Address for Notices:
Brown & Joseph, LLC
c/o LaSalle Capital Group
70 West Madison Street, Suite 5710
Chicago, IL 60602
Attention: Ryan Anthony
Email: ranthony@lasallecapital.com

Schedule A

Trademark Applications and Registrations

Trademark	Application Number (Application Date)	Registration Number (Registration Date)
BROWN & JOSEPH and Design  BROWN & JOSEPH	85311975 (May 4, 2011)	4090194 (January 24, 2012)