

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478538

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	08/04/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kanaly Trust, LTA		08/04/2016	Texas Limited Trust Association: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mercer Advisors, Inc.		
<b>Doing Business As:</b>			
<b>Street Address:</b>	1801 East Cabrillo Boulevard		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73403475	KANALY	
<b>Serial Number:</b>	73403474	KANALY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8055652738		
<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>			
<b>Phone:</b>	713-561-9372		
<b>Email:</b>	mathew.encino@merceraadvisors.com		
<b>Correspondent Name:</b>	Mathew Encino		
<b>Address Line 1:</b>	5555 San Felipe, Suite 200		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77056		
<b>NAME OF SUBMITTER:</b>	Mathew Encino		
<b>SIGNATURE:</b>	/Mathew Encino/		
<b>DATE SIGNED:</b>	06/19/2018		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of August 4, 2016 (the "Effective Date"), by and among, Kanaly Trust, LTA, a Texas limited trust association ("Assignor"), and Mercer Advisors, Inc. ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

WHEREAS, in connection with the transactions contemplated by that Agreement and Plan of Merger dated as of March 18, 2016, by and among GC Waves Holdings, Inc., Mercer Advisors, Inc., Lone Star Merger Sub, LLC, Kanaly Holdings, LLC, and LM Lone Star SR LLC (the "Merger Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the trademarks set forth on Schedule A, including any trade, corporate or business names, trademarks, identifying logos, service marks, domain names, brand names or any other name or source identifier relating thereto, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to and under any of the foregoing ("Trademarks").

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

Assignor hereby contributes, assigns, transfers, conveys, delivers and sets over to Assignee, as of the Effective Date, the entire right, title and interest in and to the Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

Assignor shall take all further actions and provide to Assignee, its successors, assigns, and other legal representatives, all such cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or other intellectual property registration, or any application for renewal or maintenance of a registration or other intellectual property registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, misappropriation, dilution, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights

assigned herein and this Assignment; (iii) obtaining any additional trademark or other intellectual property protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

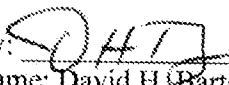
Neither the making nor the acceptance of this conveyance, assignment, transfer and assumption shall enlarge, restrict or otherwise modify the terms of the Merger Agreement or constitute a waiver or release by any party to the Merger Agreement of any obligations or duties imposed thereby. For the avoidance of doubt, in the event of any conflict or ambiguity between the provisions of this Assignment, on the one hand, and the provisions of the Merger Agreement, on the other hand, the Merger Agreement shall control.

The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (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.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

**Kanaly Trust, LTA**

By:   
Name: David H. Barton  
Its: President

ASSIGNEE:

**Mercer Advisors, Inc.**

By:   
Name: David H. Barton  
Its: Chief Executive Officer

**Schedule A**

1. The Typed Drawing "KANALY" as evidenced by the following trademark registrations with the United States Patent and Trademark Office:
  - a. Registration Number 1299919
    - i. Serial Number 73403475
    - ii. International Class 041 (US 107)
  - b. Registration Number 1298025
    - i. Serial Number 73403474
    - ii. International Class 036 (US 101 102)
  
2. The Word "KANALY" as evidenced by the following trademark registration with the Texas Secretary of State:
  - a. Registration No. 4120717