

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PensionSource Corporation		05/24/2018	Corporation: CALIFORNIA
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:	5441755	PENSIONSOURCE	
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:	2155757155		
Email:	tmconfirm@dilworthlaw.com		
Correspondent Name:	Dilworth Paxson LLP By: Edward F Behm Jr		
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:	06/05/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of May 24, 2018, is made by PensionSource Corporation ("Seller"), a California corporation, in favor of Professional Capital Services, LLC ("Buyer"), a Pennsylvania limited liability company, the purchaser of certain assets of Seller pursuant to that certain asset purchase letter agreement dated as of May 1, 2018 among Seller, Buyer and each of the other parties thereto (the "Purchase Agreement"). Seller and Buyer are hereby referred to collectively as the "Parties" and individually as a "Party". All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, transferred, conveyed, assigned and delivered to Buyer, among other assets, the Acquired Intellectual Property, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for good and valuable consideration including, without limitation, as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) all intellectual property, computer software, software systems and databases of Seller related to the Business or the Acquired Assets, including without limitation, (i) the company names, assumed names, business names, trade names, trademarks, service marks, service names and registrations or applications for any of the foregoing, (ii) all registered copyrights and issued patents, and any and all applications for any of the foregoing; (iii) all know-how, processes, designs, formulas, used in connection with the Business; (iv) advertisers lists, customer lists or any similar lists, and (v) all rights in the internet web sites and internet domain names, in each of the above subsections (i) through (v), including, without limitation, those set forth on Schedule 1 of this Assignment (collectively, the "Acquired Intellectual Property");

(b) all other intangible property rights of Seller related to the Acquired Intellectual Property, including all going concern value and goodwill related to, symbolized by, and/or associated with any or all of the Acquired Intellectual Property;

(c) all books and records related to the Acquired Intellectual Property; and

(d) all rights of every kind and nature, tangible or intangible, including choses in action with respect to any Acquired Intellectual Property (including, without limitation, the right to sue for and collect damages arising out of the past, present, or future infringement, misappropriation, or dilution of the Acquired Intellectual Property).

Notwithstanding the foregoing, the Acquired Intellectual Property shall not include the Excluded IP as defined in and otherwise set forth in the Purchase Agreement.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Acquired Intellectual Property, including the Assigned Trademarks (as defined on Schedule 1) and Assigned Domain Names (as defined on Schedule 1) to Buyer, or any assignee or successor thereto and to cause such domain names to be registered in the name of Buyer with the registry set forth on Schedule 1 hereto, with Buyer identified as the registrant of record for such domain names and granted administrative and technical access thereto and sole control over such domain names.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Acquired Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Any counterpart signature page delivered by pdf, facsimile or other electronic transmission shall be deemed to be and have the same force and effect as an originally executed signature page.


5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of each of the parties to this Assignment and their respective successors and assigns. Seller may not assign, in whole or in part, its or his rights or obligations under this Assignment without the prior written consent of Buyer, which consent shall be in Buyer's sole discretion. Any attempted assignment in violation of this Section shall be null and void and of no effect.

6. Governing Law. This Assignment shall be governed and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has duly executed and delivered this Assignment as of the date first written above.

PENSIONSOURCE CORPORATION

By: 

Name: Damon R. Koski

Title: Chief Executive Officer

**PROFESSIONAL CAPITAL SERVICES,
LLC**

By: _____

Name: Mark B. Klein


Title: Chief Executive Officer

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has duly executed and delivered this Assignment as of the date first written above.

PENSIONSOURCE CORPORATION

By: _____
Name: Damon R. Koski
Title: Chief Executive Officer

**PROFESSIONAL CAPITAL SERVICES,
LLC**

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

SCHEDULE 1

Assigned Trademarks

U.S. Trademark Reg. No. 5,441,755 for PENSIONSOURCE for financial administration of employee pension plans in Class 36, registered on April 10, 2018.

Assigned Domain Names

PensionSource and AccountValue domain names and websites:

Domain Name	Expiration Date	DNS Provider	Owner
accountvalue.co	04/17/2020	GoDaddy	PensionSource Corporation
accountvalue.com	12/01/2019	Network Solutions	PensionSource Corporation
accountvalue.us	04/17/2020	GoDaddy	PensionSource Corporation
pensionsource.biz	10/30/2019	GoDaddy	PensionSource Corporation
pensionsource.co	10/30/2019	GoDaddy	PensionSource Corporation
pensionsource.com	09/07/2019	Network Solutions	PensionSource Corporation
pensionsource.info	10/31/2019	GoDaddy	PensionSource Corporation
pensionsource.net	11/06/2019	Network Solutions	PensionSource Corporation
pensionsource.org	11/06/2019	Network Solutions	PensionSource Corporation
pensionsource.us	10/30/2019	GoDaddy	PensionSource Corporation