

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Worth Group, LLC		07/11/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Worth Acquisition Group LLC		
<b>Street Address:</b>	101 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10178		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3905064	THE EVOLUTION OF FINANCIAL INTELLIGENCE	
<b>Registration Number:</b>	3056278	WEALTH IN PERSPECTIVE	
<b>Registration Number:</b>	4190609	WORTH	
<b>Registration Number:</b>	1780221	WORTH	
<b>Registration Number:</b>	4382465	WORTH LEADING ADVISORS	
<b>Registration Number:</b>	4382464	WORTH LEADING WEALTH ADVISORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124480020		
<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>	2124481800		
<b>Email:</b>	ecolon@rflfp.com		
<b>Correspondent Name:</b>	Adam Ritholz		
<b>Address Line 1:</b>	c/o Ritholz Levy Fields LLP		
<b>Address Line 2:</b>	235 Park Avenue South, 3rd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10003		
<b>NAME OF SUBMITTER:</b>	Adam Ritholz		
<b>SIGNATURE:</b>	/AR/		
<b>DATE SIGNED:</b>	10/16/2018		

OP \$165.00 3905064

**Total Attachments: 5**

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ASSET PURCHASE AGREEMENT dated as of July 11, 2018 (this "Agreement"), between WORTH GROUP, LLC, a limited liability company organized under the laws of the State of Delaware, and its related entities ("Seller") and WORTH ACQUISITION GROUP LLC, a limited liability company organized under the laws of the State of New York ("Buyer").

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## INTRODUCTION

Upon the terms and subject to the conditions of this Agreement, Seller wishes to sell and Buyer wishes to purchase the right, title and interest in substantially all the assets of the business of Seller, including but not limited to the brand name, the print and digital publication, the right to the marketing, distribution and sale of all such publications, the online website, all materials and know-how related to events, any other derivatives of the publication and business and all intellectual property related thereto (the "Business"), conducted under the "Worth" brand.

In consideration of the premises and the mutual covenants and agreements contained herein, Seller and Buyer hereby agree as follows:

## ARTICLE I

### TRANSFER OF ASSETS, ASSUMPTION OF LIABILITIES AND PURCHASE PRICE

Section 1.01. Transfer of Property and Assets. (a) At the Closing, Seller shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in all of Seller's assets related directly or indirectly to the Business, including, without limitation the following assets of Seller (collectively, together with the Trademarks, the "Transferred Assets"):

(i) all furniture, computer equipment, facsimile machines, copying machines, communications equipment and other office equipment and furnishings owned by Seller as set forth on Schedule 1.01(a)(i) (collectively, the "Equipment");

(ii) the software and computer programs set forth on Schedule 1.01(a)(ii) hereto;

(iii) all work-in-process, supplies, paper stock, packaging materials, advertising materials, archived editorial material and all other physical inventory related to the magazine of the Seller, in each case used or held for use in the conduct of the Business (the "Inventory");

(iv) subject to Section 1.03, all rights of Seller under contracts, commitments, binding arrangements, licenses, purchase orders, printing agreements, advertising agreements and all other legally binding arrangements ("Contracts") to which

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Seller is a party or to which Seller or any of the Transferred Assets is subject and in each case relating exclusively to the conduct of the Business and which are set forth in Schedule 1.01(a)(iv), and excluding in any case any of the foregoing Contracts if they relate to the Retained Liabilities (all such Contracts described in this clause (iv) and not so excluded, the "*Transferred Contracts*");

(v) all the following books and records in Seller's possession relating exclusively to the conduct of the Business as currently being conducted: sales records, books of account, files, invoices, accounting records, all readership lists, cost and pricing information, current supplier lists, business plans, trademark files and litigation files as the same may be in the possession of Seller and relate to the operation of the Business since January 1, 2017, in each case other than records kept for financial reporting or tax purposes and excluding any of the foregoing relating to the Retained Liabilities;

(vi) to the extent transfer is permitted under applicable law or regulation and subject to Section 1.03, all permits, approvals, franchises, licenses or other authorizations granted to Seller by any Federal, state or local court of competent jurisdiction, governmental agency, authority, instrumentality or regulatory body (a "*Governmental Entity*") that are used or held for use exclusively in the conduct of the Business as set forth in Schedule 1.01(a)(vi) (the "*Permits*");

(vii) all registered and unregistered trademarks and service marks, trademark and service mark applications and trademark and service mark registrations, common law trademarks and service marks, trade dress and logos, trade names, business names, corporate names, product names and other source or business identifiers of Seller, together with the goodwill associated therewith and any renewals and extensions of any of the foregoing, owned or purported to be owned by the Seller and used or held for use in the conduct of the Business (collectively, the "*Trademarks*"), as set forth in Schedule 3.10;

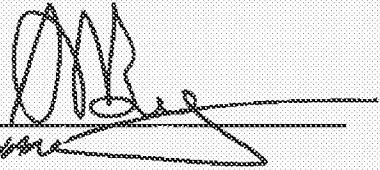
(viii) all copyrights (registered or unregistered) owned or purported to be owned by Seller and used or held for use in the conduct of the Business (the "*Copyrights*"), as set forth in Schedule 3.10;

(ix) all know-how, methods and processes, inventions, discoveries, trade secrets, improvements and other intellectual property or other proprietary rights owned or purported to be owned by Seller and used or held for use in the conduct of the Business, together with the URLs, domain names, social media tags, and Internet websites listed on Exhibit A (together with the Trademarks and the Copyrights, the "*Intellectual Property*");

(x) accounts receivable of the Seller as of the close of business on the Closing Date relating to services to be provided after the Closing Date as set forth on Schedule 1.01(a)(x);

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

WORTH GROUP, LLC

By:   
Name: Adam Bryan  
Title: C. E. O.

WORTH ACQUISITION GROUP LLC

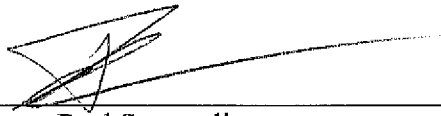
By: \_\_\_\_\_  
Name: Paul Starnoulis  
Title: Vice President and Treasurer

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

WORTH GROUP, LLC

By: \_\_\_\_\_  
Name:  
Title:

WORTH ACQUISITION GROUP LLC

By:  \_\_\_\_\_  
Name: Paul Stamoulis  
Title: Vice President and Treasurer

[Signature Page to Asset Purchase Agreement.]

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## Schedule 3.10

### Intellectual Property

#### Trademarks

- Domains: See data room folder: 1. Organizational and Legal >> 16. Trademarks: Domains
- Trademarks: Listed below. For more detail, see data room folder: 1. Organizational and Legal >> 16. Trademarks: Domains

Trademark	Class	App date	Country	Status	Due Date	Action
AUTHEX	41	8/11/16	US	Pending	9/14/18	3rd IU Extension Due
AUTHEX	35	8/11/16	US	Pending	9/14/18	3rd IU Extension Due
CITYEX	41	12/18/17	US	Pending	6/18/18	Convention Filing Deadline
CITYEX	35	12/18/17	US	Pending	6/18/18	Convention Filing Deadline
CITYEX	9	12/18/17	US	Pending	6/18/18	Convention Filing Deadline
CITYEX	16	12/18/17	US	Pending	6/18/18	Convention Filing Deadline
THE EVOLUTION OF FINANCIAL INTELLIGENCE	16	5/21/09	US	Registered	1/11/21	Next Renewal Due
WEALTH IN PERSPECTIVE	16	10/15/03	US	Registered	1/31/26	Next Renewal Due
WORTH	9	1/4/12	US	Registered	8/14/18	Sec 8 Affidavit due
WORTH	16	4/4/92	US	Registered	7/6/23	Next Renewal Due
WORTH	16	11/17/93	Canada	Registered	2/16/26	Next Renewal Due
WORTH	16	11/6/06	Singapore	Registered	11/6/26	Next Renewal Due
WORTH	16	11/6/06	EUTM	Registered	11/6/26	Next Renewal Due
WORTH	35	11/6/06	EUTM	Registered	11/6/26	Next Renewal Due
WORTH	41	11/6/06	EUTM	Registered	11/6/26	Next Renewal Due
WORTH	16	9/16/08	China	Registered	10/20/19	Next Renewal Due
WORTH LEADING ADVISORS	35	7/1/12	US	Registered	8/13/19	Sec 8 Affidavit due
WORTH LEADING WEALTH ADVISORS	35	7/1/12	US	Registered	8/13/19	Sec 8 Affidavit due

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