

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solebury Capital LLC		10/31/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The PNC Financial Services Group, Inc.		
Street Address:	Tower at PNC, 300 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4555189	SOLEBURY CAPITAL	
Registration Number:	4555192	SOLEBURY CAPITAL GROUP	
Registration Number:	3328161	SOLEBURY CAPITAL	
Registration Number:	3328160	SOLEBURY CAPITAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	4127625920		
<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:	4127627887		
Email:	legaldocket@pnc.com		
Correspondent Name:	Robert J. Pugh, PNC Financial Services		
Address Line 1:	Tower at PNC, 300 Fifth Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	Cost Center: 010-0100584		
NAME OF SUBMITTER:	Robert J. Pugh, Attorney for Assignor/ee		
SIGNATURE:	/Robert J. Pugh/		
DATE SIGNED:	11/08/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of October 31, 2018 (the "Effective Date"), by and between Solebury Capital LLC, a Pennsylvania Limited Liability Company located and doing business at 400 S. River Road, New Hope, Pennsylvania, 18938 ("Assignor") and The PNC Financial Services Group, Inc., a Pennsylvania corporation located and doing business at The Tower at PNC, 300 Fifth Avenue, Pittsburgh, Pennsylvania, 15222 ("Assignee")

A. Assignor is the owner of the trademarks and trademark registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to obtain, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any present or future infringement or other violation of the Marks on or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or 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.
2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, and execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

Solebury Capital LLC

The PNC Financial Services Group, Inc.

By:  _____

By: _____

Name: Victor Cohn

Name: _____

Title: COO

Title: _____

Date: 11/8/2018

Date: _____

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

Solebury Capital LLC

The PNC Financial Services Group, Inc.

By: _____

By: George P. Long, III

Name: _____

Name: George P. Long, III

Title: _____

Title: Senior Vice President

Date: _____

Date: Nov. 1, 2018

EXHIBIT A

ACTIVE MARKS

COUNTRY	MARK	FILING DATE	REG. NO.	REG. DATE
United States	SOLEBURY CAPITAL	October 15, 2013	4,555,189	June 24, 2014
United States	SOLEBURY CAPITAL GROUP	October 15, 2013	4,555,192	June 24, 2014

CANCELLED MARKS

COUNTRY	MARK	FILING DATE	REG. NO.	REG. DATE
United States	SOLEBURY CAPITAL	August 8, 2006	3,328,161	October 30, 2007
United States	SOLEBURY CAPITAL GROUP	August 8, 2006	3,328,160	October 30, 2007