TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM539950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/08/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FnA LLC		10/19/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Morningstar, Inc.	
Street Address:	22 West Washington Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60602	
Entity Type:	Corporation: ILLINOIS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3690306	TRX
Registration Number:	3693721	TOTAL REBALANCE EXPERT

CORRESPONDENCE DATA

Fax Number: 3122367516

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.

Phone: 312.368.4000

Email: deanne.vannatta@dlapiper.com

Correspondent Name: Keith W. Medansky Address Line 1: DLA Piper LLP (US) Address Line 2: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Keith W, Medansky
SIGNATURE:	/keith medansky/
DATE SIGNED:	09/09/2019

Total Attachments: 3

source=Nunc Pro Tunc Trademark Assignment from FNA to Morningstar, Inc#page1.tif source=Nunc Pro Tunc Trademark Assignment from FNA to Morningstar, Inc#page2.tif source=Nunc Pro Tunc Trademark Assignment from FNA to Morningstar, Inc#page3.tif

> **TRADEMARK** REEL: 006739 FRAME: 0564

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective October 8, 2015, is made by and between FnA LLC, a California corporation with an address of 8899 Rio San Diego Drive, Suite 202, San Diego, California 92108 (the "Assignor") and Morningstar, Inc., an Illinois corporation with an address of 22 West Washington Street, Chicago, Illinois 60602 (the "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest, together with all goodwill of the business associated therewith, in and to the trademarks identified on <u>Schedule A</u> and all registered and pending trademark applications therefor (collectively, the "<u>Marks</u>"); and

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of October 8, 2015 by and among Assignor, Assignee and Sheryl Rowling, as member of Assignor (the "Agreement"), Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to accept, any and all rights Assignor owns in the Marks, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by, the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

- 1. <u>Defined Terms</u>. All defined terms herein adopt their meaning as defined in the Agreement. Where this Assignment provides a different meaning for any term or terms, this Assignment's definition shall be controlling for the purposes of this Assignment only.
- 2. Conveyance and Acceptance. As of the Effective Date, Assignor hereby irrevocably, without reservation, sells, assigns, transfers, conveyes and delivers to Assignee (and to Assignee's successors and assigns) and Assignee accepts any and all of Assignor' rights, title and interest in and to the Marks worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Marks, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and any and all goodwill of the business associated with the use of, or symbolized by, the Marks.
- 3. <u>Further Acts.</u> Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as

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TRADEMARK REEL: 006739 FRAME: 0565 may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

FNA LLC

Name: Sheryl Rowling

Title: Member

Date: 10/19/16

ASSIGNEE:

MORNINGSTAR, INC.

Name: Stephane Biehler

Title: CFO

Date: 10/19/2016

SCHEDULE A

The Marks

TRX

U.S. Trademark Registration No. 3,690,306 for TRX

TOTAL REBALANCE EXPERT

U.S. Trademark Registration No. 3,693,721 for TOTAL REBALANCE EXPERT

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RECORDED: 09/09/2019