

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South Texas Money Management, Ltd.		09/12/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	CapFinancial Partners, LLC		
Street Address:	4208 Six Forks Road		
Internal Address:	Suite 1700		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4584070	STMM	
Registration Number:	4600455	SOUTH TEXAS MONEY MANAGEMENT	
Registration Number:	2740073	HELPING INDIVIDUALS, INDIVIDUALLY	
CORRESPONDENCE DATA			
Fax Number:	9197822311		
<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:	9197821441		
Email:	eiverson@bdppa.com		
Correspondent Name:	Emily Iverson		
Address Line 1:	2626 Glenwood Ave		
Address Line 2:	Suite 560		
Address Line 4:	Raleigh, NORTH CAROLINA 27608		
NAME OF SUBMITTER:	Emily Iverson		
SIGNATURE:	/eiverson/		
DATE SIGNED:	09/19/2019		
Total Attachments: 4			
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SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (this "**SM Assignment**") is entered into effective September 12, 2019, at 12:01 a.m. (the "**Effective Time**"), by **South Texas Money Management, Ltd.**, a Texas limited partnership, ("**Contributor**" or "**STMM**") and **CapFinancial Partners, LLC**, a North Carolina limited liability company, ("**Acquirer**" or "**Group**").

RECITALS

STMM, as the "**Contributor**", and Group, as the "**Acquirer**", have entered into that "**Asset Contribution Agreement**", dated July 15, 2019 and effective as of the Effective Time, (the "**AC Agreement**") whereby Group is acquiring substantially all of STMM's assets. (*The AC Agreement is incorporated into this SM Assignment by this reference. Except as otherwise stated in this SM Assignment, the capitalized terms used in this SM Assignment shall have the same meanings for those terms as defined in the AC Agreement.*) As contemplated by the AC Agreement, Contributor is assigning to Acquirer all entity names and trade names, domain names, and other general intangibles utilized in operating the STMM Business, including the Service Mark listed on **Schedule A** attached, (the "**Service Mark**"), and all goodwill associated with the STMM Business, on the terms and conditions described below. In consideration of these Recitals and the mutual covenants set out below, the parties agree:

1. ASSIGNMENT/ASSUMPTION. **Schedule A** attached sets forth all Service Marks owned by Contributor and utilized in operating the STMM Business, and Contributor assigns all of its rights and obligations under the Service Marks, including all goodwill associated with the Service Marks, to Acquirer, and Acquirer accepts that assignment, all to be effective as of the Effective Time.

2. REPRESENTATIONS. Each party represents that it has the right, power, and authority to enter into this SM Assignment; each person executing this SM Assignment on its behalf is authorized to do so; and this SM Assignment constitutes its valid and legally binding obligation, enforceable as against it in accordance with its terms.

3. MISCELLANEOUS. The provisions of Sections 1.2, 15, & 16 of the AC Agreement are incorporated into this SM Assignment by this reference. Each party will execute and deliver all additional documents and do all other acts as may be reasonably necessary to carry out the provisions and intent of this SM Assignment. Nothing in this SM Assignment shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties.

[Signatures on Next Two Pages]

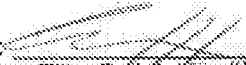
IN WITNESS WHEREOF, the undersigned have executed and delivered this SM Assignment as of the date first above written.

CONTRIBUTOR:

South Texas Money Management, Ltd.,
a Texas limited partnership

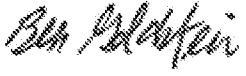
By its General Partner:

Baruch Management, LLC.
a Texas limited liability company

By: 
Name/Title: Earl Raske, III, Sole Manager

ACQUIRER:

The CapFinancial Group, LLC,
a North Carolina limited liability company

By:  _____

Name: Ben Goldstein

Title: Vice President & COO

SCHEDULE A

Service Mark	Owner	Registration Date	Federal Registration No.
"STMM®"	South Texas Money Management, Ltd.	8/12/2014	No. 4,584,070
"SOUTH TEXAS MONEY MANAGEMENT®"	South Texas Money Management, Ltd.	9/09/2014	No. 4,600,455
"HELPING INDIVIDUALS, INDIVIDUALLY®"	South Texas Money Management, Ltd.	7/22/2003	No. 2,740,073