

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550764

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|---|--|--|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Economic Planning Group, Inc. | | 10/01/2019 | Corporation: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Wealth Enhancement Group, LLC | | |
| Street Address: | 505 N. Hwy 169 | | |
| Internal Address: | Ste. 900 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: MINNESOTA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5165165 | FREEDOM DIVORCE ADVISORS | |
| Registration Number: | 5165167 | FREEDOM DIVORCE ADVISORS | |
| Registration Number: | 4273600 | ADVISOR ON DEMAND | |
| Registration Number: | 4157337 | AEPG | |
| Registration Number: | 4157343 | CONSISTENTLY GOOD ADVICE IN A CONSTANTLY | |
| Registration Number: | 4297118 | ACCOUNTABLE ADVOCATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123713207 | | |
| <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: | 612-371-3501 | | |
| Email: | hargensm@ballardspahr.com | | |
| Correspondent Name: | Marilyn Hargens | | |
| Address Line 1: | 80 South 8th Street | | |
| Address Line 2: | Suite 2000 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Marilyn Hargens | | |
| SIGNATURE: | /mh/ | | |

CH \$165.00 5165165

| | |
|---------------------|------------|
| DATE SIGNED: | 11/25/2019 |
|---------------------|------------|

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), effective as of October 1, 2019, is made between Wealth Enhancement Group, LLC, a Minnesota limited liability company ("*Assignee*") and American Economic Planning Group, Inc., a New Jersey corporation ("*Assignor*").

WHEREAS, Assignor, is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "*Trademarks*");

WHEREAS, Assignor and Assignee are among the parties to an Asset Purchase Agreement (the "*Purchase Agreement*") entered into as of July 12, 2019, and closing effective the date hereof, in which Assignee acquired substantially all of the assets of Assignor and Assignor's related companies, and Assignor desires to execute this Assignment, effective as of the closing date of the Purchase Agreement, to further effectuate the transfer of the Trademarks to Assignee;

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly

execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

7. If any of the provisions of this Assignment conflict with any provisions of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.

AMERICAN ECONOMIC PLANNING
GROUP, INC.



By: _____
Name: Steven W. Kaye
Title: CEO and Founder

On this 21st day of November, 2019, personally appeared Anna Lee Delayo, to me known and known to be the CEO + Founder of American Economic Planning Group, Inc., and acknowledged that he/she executed the foregoing Assignment.

Anna Lee Delayo
Notary Public

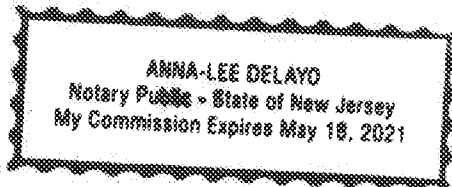


EXHIBIT A

| Description | Application No. | Application Date | Registration No. | Registration Date | Status | Owner/Applicant |
|---|-----------------|------------------|------------------|-------------------|------------|--|
| FREEDOM DIVORCE ADVISORS | 87121475 | 7/29/16 | 5165165 | 3/21/17 | Registered | American Economic Planning Group Inc. |
| FREEDOM DIVORCE ADVISORS | 87121510 | 7/29/16 | 5165167 | 3/21/17 | Registered | American Economic Planning Group Inc. |
| ADVISOR ON DEMAND | 85525657 | 1/26/12 | 4273600 | 1/8/13 | Registered | American Economic Planning Group, Inc. |
| AEPG | 85445474 | 10/12/11 | 4157337 | 6/12/12 | Registered | American Economic Planning Group, Inc. |
| CONSISTENTLY GOOD ADVICE IN A CONSTANTLY CHANGING WORLD | 85445491 | 10/12/11 | 4157343 | 3/27/12 | Registered | American Economic Planning Group, Inc. |
| ACCOUNTABLE ADVOCATE | 85445524 | 10/12/11 | 4297118 | 3/5/13 | Registered | American Economic Planning Group, Inc. |