# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM557717

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hilltop Securities Holdings LLC			Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Hilltop Holdings Inc.	
Street Address:	2323 Victory Ave, Suite 1400	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75219	
Entity Type:	Corporation: MARYLAND	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	77041600	BONDPRO PROFESSIONAL FIXED INCOME TRADIN	
Serial Number:	75190749	SOUTHWEST SECURITIES	

### **CORRESPONDENCE DATA**

Fax Number:

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: 415-591-1000

Email: NLAIPTeam@winston.com

**Correspondent Name:** Irina Lyapis

101 California Street Address Line 1: Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	180442.2
NAME OF SUBMITTER:	Irina Lyapis
SIGNATURE:	/Irina Lyapis by trademarkny/
DATE SIGNED:	01/15/2020

**Total Attachments: 3** 

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of this 31<sup>st</sup> day of December, 2019 (the "Effective Date"), by and between Hilltop Securities Holdings LLC, a Delaware Limited Liability Company, ("Assignor") and Hilltop Holdings Inc., a Maryland Corporation (the "Assignee").

WHEREAS, Assignor owns all rights, title and interests in and to the trademarks and service marks identified on the attached Schedule A, and each of the corresponding registrations and applications to register listed therein (the "Trademarks"); and.

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Trademarks, including all goodwill associated therewith and symbolized thereby;

**NOW THEREFORE,** in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign, convey, transfer and deliver to Assignee, its successors and assigns all of Assignor's worldwide right, title and interest in and to (a) the Trademarks; (b) all future trademarks or service marks developed and used in commerce by Assignor, (c) all registrations, applications, renewals and extensions for each of the foregoing, including those registrations and applications listed on Schedule A (together with the Trademarks, the "Assigned Marks"); (d) all of the goodwill associated with any of the foregoing and symbolized thereby; and (e) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Marks, in each case, effective as of the Effective Date.
- 2. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Marks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Marks.
- 3. <u>Further Assurances.</u> Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm the rights granted in <u>Section 1</u>, above. Assignor acknowledges and agrees that Assignee or any of its designees may

record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith, at Assignee's expense.

Signed by the parties on the date(s) shown below.

ASSIGNOR:	ASSIGNEE:
HILLTOP SECURITIES HOLDINGS LLC	HILLTOP HOLDINGS INC.
By: //	By:
Name: //www. //s/s/dys	Name: Cosh /12/1/4
Title: /// //cj///or	Title:
Date: 1/1/201/2013/1. 7/29	Date: 11/2001/2 31, 2019

# **SCHEDULE A**

# Trademarks

Trademark	Application Number	Registration Number	Application Date	Registration Date
BONDPRO PROFESSIONAL FIXED INCOME TRADING	77/041600	3,509,215	11/10/2006	09/30/2008
SOUTHWEST SECURITIES	75/190749	2,358,974	10/31/1996	06/20/2000

**RECORDED: 01/15/2020**