

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILES CAPITAL, INC.		03/31/2020	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	PMA ACQUISITION, LLC		
Street Address:	c/o PRUDENT MAN ADVISORS, LLC		
Internal Address:	2135 CITY GATE LANE, #7		
City:	NAPERVILLE		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4903021	OBJECTIVES-BASED ASSET ALLOCATION	
Registration Number:	4875843	OBAA	
Registration Number:	4903022	ALTERNATIVE MARKETS SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	47574-2		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	03/31/2020		
Total Attachments: 4			
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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Intellectual Property Assignment") is entered into and effective as of March 31, 2020, by and among (i) PMA Acquisition, LLC, a Delaware limited liability company ("Buyer"), (ii) Miles Capital, Inc., an Iowa corporation ("Seller"), and (iii) David W. Miles ("Controlling Owner"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller and Controlling Owner are parties to that certain Asset Purchase Agreement, dated as of January 27, 2020 (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is contemplated by Section 1.5(f) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For true and lawful consideration paid to it by Buyer, the sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and Buyer hereby accepts the following: (a) all of Seller's entire worldwide right, title and interest in and to the Proprietary Rights, together with the goodwill of any business carried on in connection with any trademarks, service marks or trade names included in the Proprietary Rights, (b) the right to file federal, state and foreign registrations to secure Buyer's rights in any Proprietary Rights that are unregistered, (c) all claims, demands and rights of action, both statutory and based upon common law, that Seller has or might have by reason of any infringement, misappropriation or other violation of the Proprietary Rights prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in Buyer's own name and (d) all of Seller's right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the Proprietary Rights, including, without limitation, the right to recover for past, present or future infringement, misappropriation or other violation of the Proprietary Rights.

2. Buyer's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Intellectual Property Assignment had not been made.

3. Further Assurance. Seller and Controlling Owner shall from time to time after the delivery of this Intellectual Property Assignment, at Buyer's reasonable request and expense and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Buyer of the Proprietary Rights as contemplated under the Purchase Agreement.

4. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. This Intellectual Property Assignment hereby incorporates by reference the Purchase Agreement and said Purchase Agreement shall be considered a part of this Intellectual Property Assignment as if fully set forth herein.

5. Power of Attorney. Seller and Controlling Owner each hereby constitutes and appoints Buyer and its successors and assigns the true and lawful attorney of Seller and Controlling Owner with full power of substitution, in the name of Seller and Controlling Owner or in the name and stead of Buyer, but on behalf of and for the benefit of Seller, Controlling Owner and their successors and assigns to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Proprietary Rights and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

6. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.1 of the Purchase Agreement.

7. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

8. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Seller, Controlling Owner and Buyer.

9. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

10. Delivery by Facsimile or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

11. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

12. No Third Party Beneficiaries. This Intellectual Property Assignment is for the sole benefit of the parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties and such permitted successors and assigns, any legal or equitable rights hereunder.

[SIGNATURE PAGE FOLLOWS]

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


PMA ACQUISITION, LLC

By: 
Name: Jim Davis
Its: Chief Executive Officer

MILES CAPITAL, INC.

By: 
Name: David W. Miles
Its: Chairman

CONTROLLING OWNER

By: 
Name: David W. Miles

22060345.1

Assigned Intellectual Property

Trademark	Registration Number	Registration Date
Objectives-Based Asset Allocation	4903021	02/16/2016
OBAA	4875843	12/22/2015
Alternative Markets Solutions	4903022	02/16/2016