

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLANPLUS GLOBAL INC.		04/09/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Morningstar, Inc.		
Street Address:	22 W. Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5952885	SUITABILITYPRO	
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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:	6046437942		
Email:	van-ipdocketing@mccarthy.ca		
Correspondent Name:	Vincent Kam-Sun Yip		
Address Line 1:	745 Thurlow Street		
Address Line 2:	Suite 2400 - McCarthy Tetrault LLP		
Address Line 4:	Vancouver, BC, CANADA V6E 0C5		
NAME OF SUBMITTER:	Vincent Kam-Sun Yip		
SIGNATURE:	/VincentKamSunYip/		
DATE SIGNED:	05/15/2020		
Total Attachments: 6			
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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (the “Assignment”) is made and entered into as of April 9, 2020 (the **Effective Date**”), by MORNINGSTAR, INC. having an address at 22 West Washington Street, Chicago, IL 60602 (the “**Purchaser**”) and PlanPlus Global Inc. having an address at 411 Richmond Street, Suite 203, Toronto, Ontario M5A 3S5 (the “**Seller**”)

WHEREAS:

- 1) The Seller and the Purchaser have entered into an Asset Transfer Agreement dated as of April 9, 2020 (the “**Asset Transfer Agreement**”);
- 2) Pursuant to the Asset Transfer Agreement, the Seller has conveyed, sold, assigned, and transferred to the Purchaser all rights, title, and interests in and to the Purchased Assets, including the Owned Intellectual Property (as defined in the Asset Transfer Agreement); and
- 3) The Seller and the Purchaser wish to confirm the conveyance, sale, assignment, and transfer of the Owned Intellectual Property, including the intellectual property rights listed in Schedule A attached hereto, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Asset Transfer Agreement and for other good and valuable consideration set forth in the Asset Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Sale, Transfer, Assignment, Delivery and Conveyance.** Upon the terms and subject to the conditions of the Asset Transfer Agreement, the Seller confirms that it has absolutely, unconditionally, and irrevocably conveyed, sold, assigned, and transferred to the Purchaser, and the Purchaser has purchased, acquired, and accepted from the Seller, all of the Seller’s rights, title and interest throughout the world, in, to and under the Owned Intellectual Property, including, without limitation:

- (a) the inventions that are disclosed in the patents and patent applications set forth on Schedule A hereto (the “**Purchased Inventions**”), worldwide, and any and all patent applications for the Purchased Inventions in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof, and any and all letters patent granted for the Purchased Inventions in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the letters patent, and including the patent set forth on Schedule A;
- (b) the trademarks set forth on Schedule A hereto (the “**Purchased Trademarks**”), worldwide, the goodwill associated therewith, and any and all trademark applications for the Purchased Trademarks in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisionals, extensions, and renewals thereof, and any and all registrations granted for the Purchased Trademarks in any and all countries and jurisdictions, and any extensions or renewals thereof;
- (c) the domain names set forth on Schedule A hereto and associated logos and site content (the “**Purchased Domain Names**”), worldwide, the goodwill associated therewith, and the associated registrations and renewals and all other rights in the Purchased Domain Names and including all passwords, log in codes, and information for the Purchased Domain Names, all copyright related

to the Purchased Domain Names, and rights under contracts with domain name registries and authorities; and

- (d) all rights of action and defenses accrued, accruing and to accrue in respect of the Owned Intellectual Property, including, without limitation, the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Seller in all matters related to all of the foregoing.

2. **Counterparts.** This Assignment may be executed in two or more counterparts by original signature or electronic copy thereof, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

3. **Successors and Assigns.** This Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. **Further Assurances.** The Seller agrees to: (i) cooperate with the Purchaser in taking any action and providing any information (including all passwords and login codes for the Purchased Domain Names) that the Purchaser reasonably requests to perfect, record or enforce the Purchaser's rights hereunder, to implement to their full extent the provisions of this Assignment, and to effect formal transfer and recording of the assignment of the Owned Intellectual Property; and (ii) execute and deliver, or cause to be executed and delivered, when requested, any other documents reasonably requested by Purchaser in connection therewith, in all instances of subsections (i) and (ii) without further consideration to the Seller and at the Seller's cost, except only that the Purchaser will bear the Seller's reasonable costs of any actions taken by the Seller to cooperate with the Purchaser in order to enforce the Owned Intellectual Property and that are requested by the Purchaser.

5. **Entire Agreement, Precedence.** This Assignment, together with the applicable provisions of the Asset Transfer Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter. In the event that any of the terms of this Assignment conflict with the terms of the Asset Transfer Agreement, the terms of the Asset Transfer Agreement shall prevail.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of Ontario and the federal laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF, the Seller and the Purchaser execute this Assignment by their duly authorized representatives as of the Effective Date.

MORNINGSTAR, INC.

Per: _____

Name: Patrick J. Maloney

Title: General Counsel

PLANPLUS GLOBAL INC.

Per: _____

Name: Scott C. MacKenzie

Title: Director

[Signature page - Confirmatory Intellectual Property Assignment Agreement]

Schedule A

OWNED INTELLECTUAL PROPERTY

Trade Names/Marks

- FinaMetrica
- PlanPlus
- PlanPlus Global
- PlanPlus Planit
- miPlanPlus
- SuitabilityPro
- SuitabilityPro: FinaMetrica Profiler
- SuitabilityPro: ProPlanner
- SuitabilityPro: ProPlanner+
- SuitabilityPro: Protracker
- Suitability Score
- Professional Judgement Matrix



miPlanPlus

Patents

- FinaMetrica US Patent (#6859788)

Registered Word Trademarks

- FinaMetrica®
 - US Registration Number 3,048,884
 - UK Registration Number 2,361,868
 - Australian Registration Number 980,367
 - Canada Registration Number TMA878,701
- SuitabilityPro
 - US Registration (in progress)
 - UK Registration Number 3,341,611
 - Australian Registration Number 1,958,612
 - Canada Registration (in progress)