

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900547311		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Prairie Group, LLC		04/01/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cerity Partners LLC		
Street Address:	335 Madison Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Cerity Partners EOE, LLC		
Street Address:	335 MADISON AVENUE, 23RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3988512	BLUE PRAIRIE GROUP	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29053.13		
NAME OF SUBMITTER:	Vanessa A. Ignacio		

SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	07/02/2020
Total Attachments: 6 source=Cerity Partners (BPG) - IP Assignment Agreement (executed)#page1.tif source=Cerity Partners (BPG) - IP Assignment Agreement (executed)#page2.tif source=Cerity Partners (BPG) - IP Assignment Agreement (executed)#page3.tif source=Cerity Partners (BPG) - IP Assignment Agreement (executed)#page4.tif source=Cerity Partners (BPG) - IP Assignment Agreement (executed)#page5.tif source=Cerity Partners (BPG) - IP Assignment Agreement (executed)#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with Schedule A attached hereto, this “Agreement”) is made and entered into effective as of April 1, 2019 (the “Effective Date”) by and between Blue Prairie Group, LLC, an Illinois limited liability company (“Assignor”), Cerity Partners LLC, a Delaware limited liability company (“Cerity Partners”), and Cerity Partners EOE, LLC, a Delaware limited liability company (“EOE”, and together with Cerity Partners, “Assignees”).

WITNESSETH:

WHEREAS, Assignor and Assignees are parties to that certain Asset Purchase Agreement, dated as of February 1, 2019 (the “Asset Purchase Agreement”), relating to the sale by Assignor to Assignees of certain assets as specifically set forth in the Asset Purchase Agreement, including without limitation all right, title, and interest in and to the Assigned Assets (as defined below).

NOW, THEREFORE, pursuant to the terms and conditions of the Asset Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiently of which is hereby acknowledged, Assignor and Assignees agree as follows. Any terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

1. **DEFINITIONS.**

1.1. “Assigned Assets” means all right, title, and interest in and to all proprietary rights of every kind and nature, including all patents, copyrights, trademarks, trade names, service marks, trade dress, and logos, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, mask works, trade secrets and proprietary information, all applications for any of the foregoing, and any contractual obligations granting rights related to the foregoing that are (i) subsisting in, covering, applicable to, or existing in the products, services, or technology of the Seller that are used or held for use in connection with the conduct of the Business, (ii) owned, licensed, or controlled in whole or in part by the Seller and relate to the Business or (iii) used or held for use, or necessary to the development, manufacture, sales, marketing, or testing of any of the Seller’s products or services, as well as any and all licenses and sublicenses granted in respect of any of the foregoing and all rights thereunder, remedies against past and future infringements thereof, and rights to protection of interest therein, including, without limitation the assets described in Schedule A attached hereto.

2. **TRANSFER OF ASSIGNED ASSETS.**

2.1. **Transfer.** Assignor hereby irrevocably transfers, assigns, conveys and sells to Assignees all right, title and interest in and to the Assigned Assets, free and clear of any and all liens, security interests and other encumbrances.

2.2. **Delivery.** At the Closing, Assignor shall deliver to Assignees possession of all documents, software (including source code and object code), computer files, books and records, and other items relating to the Assigned Assets.

2.3. **Further Assurances.** Upon Assignees' request from time to time, Assignor shall execute and deliver to Assignees such bills of sale, endorsements, assignments and other instruments of assignment, transfer and conveyance, in form and substance reasonably satisfactory to Assignees, as may be necessary to vest in Assignees all of Assignor's right, title and interest in and to the Assigned Assets, and shall take such other steps as may be necessary or appropriate to place Assignees in actual possession and operating control of all of the Assigned Assets.

3. **MISCELLANEOUS PROVISIONS.** The covenants and agreements set forth in Sections 11.4, 11.5, 11.6, 11.8, 11.9, 11.10, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 11.18 of the Asset Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representatives of each of Assignor and Assignees as of the date first above written.

ASSIGNOR:

BLUE PRAIRIE GROUP, LLC

By: Matthew Gnabasi
Print Name: MATTHEW GNABASI
Title: Managing Director

ASSIGNEES:

CERITY PARTNERS LLC

By: _____
Print Name: Kurt P. Miscinski
Title: President and Chief Executive Officer

CERITY PARTNERS EOE, LLC

By: _____
Print Name: Kurt P. Miscinski
Title: Manager

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representatives of each of Assignor and Assignees as of the date first above written.


ASSIGNOR:

BLUE PRAIRIE GROUP, LLC


By: _____
Print Name: _____
Title: _____

ASSIGNEES:

CERITY PARTNERS LLC

By:  _____
Print Name: Kurt P. Miscinski
Title: President and Chief Executive Officer

CERITY PARTNERS EOE, LLC

By:  _____
Print Name: Kurt P. Miscinski
Title: Manager

[Signature Page to IP Assignment Agreement]

Schedule A
Assigned Assets

Registered Intellectual Property:

1. **“Blue Prairie Group”** – Trademark Registration #3,988,512

Unregistered Intellectual Property:

2. **Investment Smartcard** – The SmartCard incorporates a statistically robust way of measuring a fund’s relative risk-adjusted performance from its peer group’s average. The Smartcard combines quantitative scoring and qualitative analysis to determine if a fund is in compliance with the criteria established in the IPS.
3. **BPG Fiduciary Alert** – We send this report to our clients if we discover material issues with any of the investment funds they use in their portfolio and what action(s), if any, should be taken.
4. **QDIA Due Diligence Report** – We evaluate the key design points underlying a client’s specific target date series including the QDIA’s Glidepath, Asset Allocation, Portfolio Design, Fees, Management, and Performance.
5. **Stable Value Due Diligence Report** – This reports looks at six different dimensions to evaluate a stable value fund: Structure, Transparency, Flexibility, Management, Value and Performance.
6. **Strategic Lineup Review** – This report looks at a client’s total portfolio taking into consideration core asset class representation, total number of funds, fund duplication (i.e., correlation) the ratio of active to passive, the type of investment products to use (e.g., mutual funds, CITs, separate accounts, etc.), investment costs, participant demographics, plan economics, and “legacy fund” issues.
7. **Plan Health Consulting** – This defines our consulting approach to participant directed, defined contribution retirement plan consulting. We measure the overall effectiveness of a plan using our Plan Health Smartcard and provide specific recommendations to improve our client’s plans across the key drivers of plan success.
8. **Plan Health Smartcard** – An easy-to-use benchmarking tool focused on measuring the critical dimensions of a successful plan. It’s designed to quantify the overall effectiveness of a participant-directed, defined contribution ERISA retirement plan from the perspective of two goals: (1) Putting the majority of participants on a track to retirement security and (2) Minimizing the organizational risk associated with sponsoring an ERISA retirement plan.

9. **Blue Ribbon Plan** – To achieve Blue Ribbon status on Blue Prairie Group’s Plan Health Smartcard, a plan must achieve a cumulative score of 85 or better on a scale of 1 to 100 in five categories: Plan design, investments, vendor management, fiduciary governance and retirement readiness.
10. **White Papers** – Over the years, BPG has written a number of white papers on a variety of topics including plan fees, stable value, optimizing investment menus, fiduciary governance, etc.
11. **Case Studies** – Over the years, BPG has detailed the successful outcomes it has helped to achieve with its clients by providing details of the project and quantifying the results.
12. **Brochures** – We created a brochure for prospective institutional retirement as well as another one for prospective wealth management clients.

Seller is a party to the following licensing agreements with third parties:

Contract Name	Parties	Contract Start Date
Master Subscription Agreement	Advent Software, Inc. and Blue Prairie Group, LLC	12/8/2016
License Agreement	FinaConnect Inc. and Blue Prairie Group, LLC	7/20/2012
ICC Global Hosting Customer Agreement	ICC Global Hosting and Blue Prairie Group, LLC	1/19/2018
Software License Agreement	LinkPoint360 and Blue Prairie Group, LLC	6/22/2016
Morningstar Order Form	Morningstar Inc. and Blue Prairie Group, LLC	9/1/2016
Master Service Agreement	ExternallIT, LLC and Blue Prairie Group LLC	5/1/2017
MoneyGuidePro Terms of Service	PIEtech, Inc. and Blue Prairie Group, LLC	8/21/2018
License Agreement	RedBlack Software, LLC and Blue Prairie Group, LLC	12/27/2017
Salesforce Order Form	Salesforce.com, Inc. and Blue Prairie Group, LLC	1/15/2016
**NA – Subscription-based service with no contract	Citrix Sharefile	6/6/2016