

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mercer Global Advisors Inc.		07/06/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Al Zdenek Jr.		
<b>Street Address:</b>	111 West 67th Street #29D		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10023		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4981676	WEALTH BUILDING FORMULA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<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>			
<b>Phone:</b>	2126843900		
<b>Email:</b>	efiling@grr.com		
<b>Correspondent Name:</b>	Gottlieb, Rackman & Reisman P.C.		
<b>Address Line 1:</b>	270 Madison Ave, 8th Floor		
<b>Address Line 2:</b>	Marc P. Misthal		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	8971/004		
<b>NAME OF SUBMITTER:</b>	Marc P. Misthal		
<b>SIGNATURE:</b>	/Marc P. Misthal/		
<b>DATE SIGNED:</b>	08/18/2020		
<b>Total Attachments: 2</b>			
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## PURCHASE AND SALE OF PROPRIETARY RIGHTS

This Purchase and Sale of Proprietary Rights (this "**Agreement**") is entered into by and between Mercer Global Advisors Inc., a Delaware corporation ("**Seller**"), and Albert Zdenek, Jr., an individual ("**Buyer**"), effective as of July 6, 2020 (the "**Effective Date**"). Seller and Buyer may be referred to herein singularly as a "**Party**" and collectively as the "**Parties**."

**WHEREAS**, Seller currently owns the rights, title, and interest in the trademark "WEALTH BUILDING FORMULA", as evidenced by the registration with the United States Patent and Trademark Office (Registration Number 4,981,676, registered June 21, 2016 (the "**Proprietary Rights**")); and

**WHEREAS**, Buyer desires to purchase the Proprietary Rights from Seller in accordance with the terms and conditions herein; and

**WHEREAS**, Seller desires to sell the Proprietary Rights to Buyer in accordance with the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I PURCHASE AND SALE

1.1 In exchange for the Proprietary Rights assigned in accordance with Section 1.2 below, Buyer shall pay Seller One Hundred Dollars (\$100) (the "**Payment**") no later than the thirtieth (30th) day following the Effective Date.

1.2 In exchange for the Payment, Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller's right, title and interest in and to the Proprietary Rights, all of the goodwill associated therewith, all records associated therewith, and, to the extent applicable, all related renewal and extension rights, all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, all causes of action, in law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Proprietary Rights, and all rights corresponding thereto.

1.3 At Buyer's request and without payment of additional consideration by Buyer, Seller agrees to execute and deliver such other instruments of conveyance and transfer and to take such other actions as Buyer may reasonably request to more effectively convey, transfer to and vest in Buyer the Proprietary Rights.

### ARTICLE II GENERAL TERMS

2.1 This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

2.2 This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof to

the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

2.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

2.4 A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Agreement, effective as of the Effective Date.

**SELLER:**

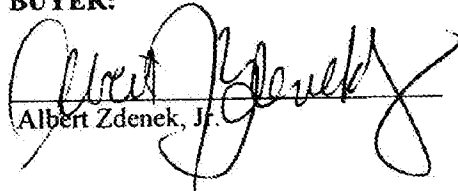
**Mercer Global Advisors Inc.**

By 

Name: David Welling

Title: Chief Executive Officer

**BUYER:**

  
Albert Zdenek, Jr.