

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PagnatoKarp Partners, LLC		06/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cresset Administrative Services Corporation		
Street Address:	444 West Lake Street		
Internal Address:	Suite 4700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5940335	LIFETIME CAPITAL NEEDS	
Registration Number:	5904254	WEALTH SURPLUS	
Serial Number:	88371507	INTELLIGENT WEALTH MANAGEMENT	
Serial Number:	88788907	MAGIC NUMBER	
Serial Number:	88788909	ROADMAP PROCESS	
CORRESPONDENCE DATA			
Fax Number:	3122662224		
<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:	3122662221		
Email:	molly@fklawfirm.com		
Correspondent Name:	Molly Hunsinger		
Address Line 1:	200 West Superior Street, Suite 410		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Molly Hunsinger		
SIGNATURE:	/Molly Hunsinger/		
DATE SIGNED:	09/15/2020		

OP \$140.00 5940335

Total Attachments: 4

source=Cresset Admin Services Corp Trademark Assignment 6.16.2020#page1.tif

source=Cresset Admin Services Corp Trademark Assignment 6.16.2020#page2.tif

source=Cresset Admin Services Corp Trademark Assignment 6.16.2020#page3.tif

source=Cresset Admin Services Corp Trademark Assignment 6.16.2020#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into effective as of June 16, 2020 (this “**Effective Date**”) by and among PagnatoKarp Partners, LLC, a Delaware limited liability company with its principal place of business at 11951 Freedom Drive, Suite 1260, Reston, Virginia 20190 (the “**Assignor**”), and Cresset Administrative Services Corporation, a Delaware corporation with its principal place of business at 444 West Lake Street, Suite 4700, Chicago, Illinois 60606 (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.”

WHEREAS, Assignor operates a financial and investment advisory, management, and consultancy services business using the trademarks and has applied for the trademark applications set forth in Exhibit A hereto (the “**Marks**”);

WHEREAS, Assignee is an affiliate of Cresset Asset Management, LLC (“**CAM**”), which entity acquired all the issued and outstanding equity interests of Assignor as of the Effective Date; and

WHEREAS, to consolidate its intellectual property interests, CAM desires to cause Assignor to transfer the Marks to Assignee, and Assignor desires to assign all right, title, and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to accept and assume the same.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present, and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.
2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation (at Assignee’s sole expense) as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents (at Assignee’s sole expense) with respect to the Marks as Assignee shall reasonably request.
3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or

service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees, or other legal representatives.

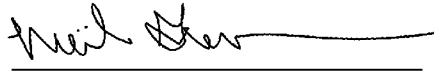
4. Rights and Royalties. All rights and any income, royalties, or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors, and permitted assigns.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.
6. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to such state's principles of conflicts of law. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of Illinois, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois.
8. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the Parties. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement, or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition hereof.
9. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any third-party, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.
10. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile, PDF, or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

ASSIGNOR:

PAGNATOKARP PARTNERS, LLC

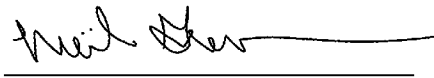
BY: 

NAME: Noel Goudreau

TITLE: Associate General Counsel

ASSIGNEE:

CRESSET ADMINISTRATIVE SERVICES CORPORATION

BY: 

NAME: Noel Goudreau

TITLE: Associate General Counsel

EXHIBIT A

TRADEMARKS

Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	Register	Class	Status
LIFETIME CAPITAL NEEDS	87947456	06/04/2018	5940335	12/17/19	Supplemental	IC 36	Registered. Latest date to file §8 w/o additional fees is 12/17/2025.
WEALTH SURPLUS	87947469	06/04/2018	5904254	11/15/2019	Principal	IC 36	Registered. Latest date to file §8 w/o additional fees is 11/15/2025.
INTELLIGENT WEALTH MANAGEMENT	88371507	04/04/2019	Pending	Pending	Principal	IC 36	Notice of Allowance issued on 03/24/2020.
MAGIC NUMBER	88788907	02/07/2020	Pending	Pending	Principal	IC 36	First Office Action issued on 04/29/2020.
ROADMAP PROCESS	88788909	02/07/2020	Pending	Pending	Principal	IC 36	First Office Action issued on 04/29/2020.