

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618168

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|---|--|-----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PMA Acquisition, LLC | | 07/09/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PMA Financial Network, LLC | | |
| Street Address: | 2135 CITY GATE LANE, #7 | | |
| City: | Naperville | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60563 | | |
| Entity Type: | Limited Liability Company: ILLINOIS | | |
| 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: | 3125778994 | | |
| <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: | 312-577-8408 | | |
| Email: | deborah.wing@katten.com | | |
| Correspondent Name: | Deborah Wing c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 393090-2/OBAA/PMA | | |
| NAME OF SUBMITTER: | Deborah Wing | | |
| SIGNATURE: | /Deborah Wing/ | | |
| DATE SIGNED: | 01/04/2021 | | |
| Total Attachments: 12 | | | |
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| source=Assignment of Proprietary Rights_Exhibits - PMA#page2.tif | | | |

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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Intellectual Property Assignment") is entered into and effective as of July 9, 2020, by and among PMA Financial Network, LLC, an Illinois limited liability company ("Assignee"), and its sole member, PMA Acquisition, LLC, a Delaware limited liability company ("PMA Acquisition").

WHEREAS, Pursuant to an Assignment of Proprietary Rights dated March 31, 2020 between Miles Capital, Inc., an Iowa corporation as the "Seller" and PMA Acquisition as the "Buyer" a copy of which is attached hereto as Exhibit "A" ("Assignment of Proprietary Rights"), Miles Capital, Inc. transferred to PMA Acquisition, "all of Seller's entire worldwide right, title and interest in and to the Proprietary Rights"; and

WHEREAS, attached hereto as Exhibit "B" are true and accurate copies of the "Proprietary Rights" (hereinafter referred to as the "Proprietary Rights"); and

WHEREAS, Assignee is a wholly owned subsidiary of PMA Acquisition; and

WHEREAS, the parties have determined for operational purposes the Assignment of Proprietary Rights, including, without limitation, all right, title and interest in the Proprietary Rights should be assigned to PMA Financial Network, LLC.

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

1. Assignment. For true and lawful consideration, the sufficiency of which is hereby acknowledged, PMA Acquisition hereby assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts the following: (a) all of PMA Acquisition's entire worldwide right, title and interest in and to the Proprietary Rights, as attached in Exhibit A, 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 Assignee'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 PMA Acquisition 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 Assignee's own name and (d) all of PMA Acquisition'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. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by PMA Acquisition if this Intellectual Property Assignment had not been made.

3. Power of Attorney. PMA Acquisition constitutes and appoints Assignee and its successors and assigns the true and lawful attorney of PMA Acquisition with full power of substitution, in the name of PMA Acquisition or in the name and stead of Assignee, but on behalf of and for the benefit of PMA Acquisition and its 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.

4. 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.

5. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by PMA Acquisition and Assignee.

6. 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.

7. 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.

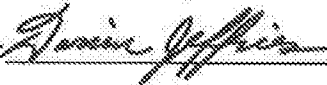
8. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than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

9. 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.

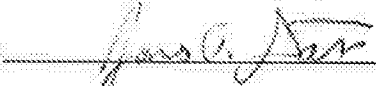
PMA ACQUISITION, LLC

By: 

Name: Darrin Jeffries

Its: Secretary

PMA FINANCIAL NETWORK, LLC

By: 

Name: James Davis

Its: Chief Executive Officer

EXHIBIT A

Assignment of Proprietary Rights

[See Attached]

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 |

Exhibit B
Proprietary Rights

[See Attached]

United States of America

United States Patent and Trademark Office

Objectives-Based Asset Allocation

Reg. No. 4,903,021

Registered Feb. 16, 2016

Int. Cl.: 36

SERVICE MARK

SUPPLEMENTAL REGISTER

MILES CAPITAL, INC. (IOWA CORPORATION)
SUITE 200
1415 28TH STREET
WEST DES MOINES, IA 50266

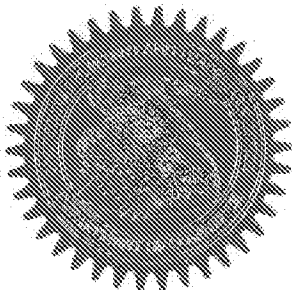
FOR: FINANCIAL ADVISORY AND CONSULTANCY SERVICES, NAMELY, THE EVALUATION OF ASSET CLASS EXPOSURES AND CONSTRUCTION OF PORTFOLIOS RELATIVE TO KEY CLIENT OBJECTIVES, CONSISTING OF YIELD GENERATION AND LIABILITY MATCHING, GROWTH, RISK MITIGATION AND INFLATION HEDGING, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-6-2014; IN COMMERCE 8-20-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-510,827, FILED P.R. 1-22-2015; AM. S.R. 10-20-2015.

MICHAEL SOUDERS, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

OBAA

Reg. No. 4,875,843

Registered Dec. 22, 2015

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

MILES CAPITAL, INC. (IOWA CORPORATION)
SUITE 200
1415 28TH STREET
WEST DES MOINES, IA 50266

FOR: FINANCIAL ADVISORY AND CONSULTANCY SERVICES, NAMELY, THE EVALUATION OF ASSET CLASS EXPOSURES AND CONSTRUCTION OF PORTFOLIOS RELATIVE TO KEY CLIENT OBJECTIVES, CONSISTING OF YIELD GENERATION AND LIABILITY MATCHING, GROWTH, RISK MITIGATION AND INFLATION HEDGING, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-6-2014; IN COMMERCE 8-20-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 86-511,083, FILED 1-22-2015.

MICHAEL SOUDERS, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 007154 FRAME: 0389

United States of America

United States Patent and Trademark Office

Alternative Markets Solutions

Reg. No. 4,903,022

Registered Feb. 16, 2016

Int. Cl.: 36

SERVICE MARK

SUPPLEMENTAL REGISTER

MILES CAPITAL, INC. (IOWA CORPORATION)
SUITE 200
1415 28TH STREET
WEST DES MOINES, IA 50266

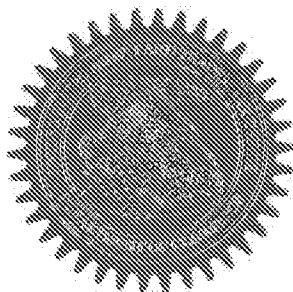
FOR: FINANCIAL ADVISORY AND CONSULTANCY SERVICES, NAMELY, A PROPRIETARY FRAMEWORK TO PROVIDE DUE DILIGENCE AND ACCESS TO ALTERNATIVE MANAGERS AND ASSET CLASSES THROUGH AN ACCESSIBLE PLATFORM, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-6-2014; IN COMMERCE 8-20-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-511,250, FILED P.R. 1-22-2015; AM. S.R. 10-20-2015.

MICHAEL SOUDERS, EXAMINING ATTORNEY



Nichelle K. Lee

Director of the United States
Patent and Trademark Office