

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Quant Advisors, LLC		06/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Financial Models Holding, LLC		
Street Address:	3579 Birague Dr		
City:	Wellington		
State/Country:	FLORIDA		
Postal Code:	33449		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4692242	SMARTALPHA	
Registration Number:	5477445	ALPHA QUANT	
Registration Number:	5466469	ALPHA QUANT ADVISORS	
Registration Number:	5426508	AQ	
CORRESPONDENCE DATA			
Fax Number:	5612441062		
<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:	5619905503		
Email:	ijung@crgolaw.com		
Correspondent Name:	CRGO Law		
Address Line 1:	7777 Glades Road Suite 100		
Address Line 4:	Boca Raton, FLORIDA 33434		
NAME OF SUBMITTER:	Isabelle Greenberg		
SIGNATURE:	/Isabelle Greenberg/		
DATE SIGNED:	02/08/2021		
Total Attachments: 4			
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APPENDIX B**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of June 12, 2020, by and among Alpha Quant Advisors, LLC (“Assignor”) and Financial Models Holding, LLC, a Florida limited liability company (“Assignee”).

WHEREAS, Assignor owns the trademarks set forth on Schedule A attached hereto (the “Assigned Trademarks”) and the internet domain name <alphaquantadvisors.com> (the “Assigned Domain Name” and, together with the Assigned Trademarks, the “Assigned IP”); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all of Assignor’s right, title and interest in, to and under the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Assigned IP, including the goodwill of the business that is symbolized thereby and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, and the right to prosecute, worldwide, this and any other applications or registrations covering the Assigned IP.

2. Recordation. Assignor hereby acknowledges and agrees that the Internet domain name registrar (the “Registering Authority”) of the Assigned Domain Name is authorized to transfer to, and record in the name of, Assignee ownership of and administrative contact for the Assigned Domain Name. Without limiting Section 3 of this Assignment, at Assignee’s request and expense Assignor will cooperate with Assignee to (a) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (b) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority’s policies and rules; (c) take reasonable actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to assist Assignee in changing the technical and administrative contact information for the Assigned Domain Name with the applicable Registering Authority to such information of Assignee’s choice; and (d) take any further actions reasonably required by the Registering Authority’s policies and rules to transfer the Assigned Domain Name to Assignee.

3. Further Assurances. Assignor hereby covenants that, at any time or from time to time after the date hereof, at Assignee’s reasonable request and without further consideration to Assignor and at Assignee’s expense, Assignor shall execute and deliver to Assignee such other instruments of transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as are reasonably necessary to transfer, convey and assign

to Assignee, and to confirm Assignee's title to the Assigned IP and to put Assignee in actual possession and control of such Assigned IP and to assist Assignee in exercising all rights with respect thereto.

4. Integration. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, negotiations, agreements, and understandings of every nature by and between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors, heirs and assigns. The waiver of any breach of any provision of this Assignment or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach. The provisions of this Assignment shall not be construed as limiting any rights or remedies that either party may otherwise have under applicable law, and shall be in addition to all other rights and remedies of such party, including any which may arise out of any other written agreement involving the parties. This Assignment, and the provisions contained in it, shall not be construed or interpreted for, or against, any party to this Assignment because that party drafted or caused that party's legal representatives to draft any of its provisions.

6. Governing Law. This Assignment and all questions relating to its validity, interpretation, performance, and enforcement shall be exclusively governed by and construed in accordance with the local laws of the State of Texas, without giving effect to conflict of law principles.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument binding upon each of the parties hereto notwithstanding the fact that all parties hereto are not signatory to the original or the same counterpart. For purposes of this Assignment, facsimile and pdf signatures shall be deemed originals.

[The remainder of this page has been intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:
ALPHA QUANT ADVISORS, LLC

By: 
Name: Jeffrey K. Ringdahl
Title: Executive Vice President

ASSIGNEE:
FINANCIAL MODELS HOLDING, LLC

By: 
Name: Massimo Santiochia
Title: Authorized Member

[Signature Page to IP Assignment Agreement]

Schedule A
Assigned IP

Trademark Applications and Registrations

Title	Jurisdiction	Application/ Registration Number	Current Basis	Application/ Registration Date / Est. Expiration Date	Record Owner
SMARTALPHA	US	4692242	1A	Reg. February 24, 2015	Alpha Quant Advisors, LLC
ENGINEERE D FOR	US	Serial # 87516686	ABANDO NED		Alpha Quant Advisors, LLC
ALPHA QUANT	US	5477445 Supplemental	1A	Reg. May 22, 2018	Alpha Quant Advisors, LLC
ALPHA QUANT ADVISORS	US	5466469 Supplemental	1A	Reg. May 8, 2018	Alpha Quant Advisors, LLC
AQ (logo)	US	5426508	1A	Reg. March 20, 2018	Alpha Quant Advisors, LLC