

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocity Advisors LLC		06/01/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Creative Planning, LLC		
Street Address:	5454 W. 110th Street		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4668923	AMERICA'S BEST 401K	
CORRESPONDENCE DATA			
Fax Number:	3038393838		
<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:	303-839-3800		
Email:	sfaction@spencerfane.com		
Correspondent Name:	Michael E. Broms, Spencer Fane LLP		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	Suite 2000		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	5028265-41 DNV		
NAME OF SUBMITTER:	Michael E. Broms		
SIGNATURE:	/Michael E. Broms/		
DATE SIGNED:	06/16/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of June 1, 2021 (this “Trademark Assignment Agreement”), by and among Creative Planning, LLC, a Missouri limited liability company (“CP”), and Velocity Advisors, LLC, an Arizona limited liability company (the “Company”).

WHEREAS, CP, Company and other parties entered into an agreement dated August 14, 2019, by which CP acquired the business and assets of America’s Best 401k, LLC, a Delaware limited liability company (the “Purchase Agreement”);

WHEREAS, the Company is the owner of all rights, title and interests in and to the trademarks, trade dress and service marks listed on Schedule A and which relate to the business acquired by CP pursuant to the Purchase Agreement (the “Marks”) and all applications and registrations for them, worldwide; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. Company hereby irrevocably assigns and transfers to CP, its successors and permitted assigns, without reservation, all of the Company’s rights, title and interests in and to the Marks and the associated usage and goodwill.

2. Company further assigns to CP the right to assert the Marks and to collect for all royalties, fees and other income and all proceeds to past, present and future infringements, and all rights corresponding thereto for the Marks and the corresponding applications and registrations.

3. Company hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts CP may require in order to assist in the registration and protection of the Marks and to secure and to protect the assignments set forth in this Trademark Assignment Agreement, including, without limitation, the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation as to any matters set forth in Section 2.

4. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

5. THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF KANSAS OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF KANSAS.

6. This Trademark Assignment Agreement is effective immediately and shall be binding upon the parties, their successors and permitted assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

7. This Trademark Assignment Agreement and any rights hereunder shall not be assigned, hypothecated or otherwise transferred by any party hereto without the prior written consent of the other parties hereto, which consent may be withheld for any reason or no reason. Any assignment in contravention of this provision shall be void.

[Execution Page to Follow.]

CP:

CREATIVE PLANNING, LLC

DocuSigned by:
Peter A. Mallouk
By: _____
Name: Peter A. Mallouk
Title: President

COMPANY:

VELOCITY ADVISORS, LLC

DocuSigned by:
Tom Zgainer
By: _____
Name: Tom Zgainer
Title: Manager

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007328 FRAME: 0120

Schedule A
List of Trademarks

AMERICA'S BEST 401K (Reg. No. 4,668,923) for "Financial administration of retirement plans; Financial planning for retirement; Financial retirement plan consulting services" in Class 36.