

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Castle Wealth Advisors, LLC		04/16/2021	Limited Liability Company: INDIANA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	5491084	CASTLE VALUATION GROUP	
Registration Number:	5086190	CASTLE	
Registration Number:	5491086		
Registration Number:	5491089	CASTLE INVESTMENT ADVISORS	
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:	Spencer Fane LLP		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	Suite 2000		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	5028265-10 DNV		
NAME OF SUBMITTER:	Michael E. Broms		
SIGNATURE:	/Michael E. Broms/		
DATE SIGNED:	07/08/2021		
Total Attachments: 4			

CH \$115.00 5491084

source=CP - CWA - Trademark Assignment (signed)#page1.tif

source=CP - CWA - Trademark Assignment (signed)#page2.tif

source=CP - CWA - Trademark Assignment (signed)#page3.tif

source=CP - CWA - Trademark Assignment (signed)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, is dated as of April 16, 2021 (this “Trademark Assignment Agreement”), by and between Creative Planning, LLC, a Missouri limited liability company (“CPI”) and Castle Wealth Advisors, LLC, an Indiana limited liability company (the “Company”).

WHEREAS, CPI, the Company, Castle Financial Group, Inc., Castle Valuation Group, L.L.C., Business Appraisal Services, LLC, and Gary L. Pittsford have entered into an Asset Purchase Agreement dated as of March 10, 2021 (the “Purchase Agreement”), providing for, among other things, the purchase by CPI of the Acquired Assets from the Company and the assumption of the Assumed Liabilities as described in 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 (the “Marks”) and all applications and registrations for them, worldwide; and

WHEREAS, CPI, pursuant to the Purchase Agreement, has acquired the Seller’s rights, title and interests in and to the Marks and the associated goodwill established by the Seller’s use of the Marks.

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. The Company hereby irrevocably sells, assigns, transfers and sets over to CPI, 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. The Company further assigns to CPI 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. The Company hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts CPI 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. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and provisions of this Trademark Assignment Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

5. 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.

6. 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.

7. This Trademark Assignment Agreement is effective as of the Closing Date 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.

8. 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.]

CPI:

CREATIVE PLANNING, LLC

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

COMPANY:

CASTLE WEALTH ADVISORS, LLC

DocuSigned by:
Gary L. Pittsford
By: _____
Name: Gary L. Pittsford
Title: President and CEO

KD_13177804.1.docx

[Signature Page to CWA Trademark Assignment Agreement]

TRADEMARK
REEL: 007349 FRAME: 0357

Schedule A

The registered trademarks for Castle Wealth Advisors, Castle Investment Advisors, Castle Valuation Group, Castle Financial Group, the design mark Castle, and the Castle logo.