

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sullivan, Bruyette, Speros & Blayney, LLC		07/13/2021	Limited Liability Company: VIRGINIA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	90146938	SBSB FINANCIAL ADVISORS	
Serial Number:	90146947	ENRICH YOUR JOURNEY	
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:	3038393800		
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:	07/23/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of July 13, 2021 (the "Trademark Assignment Agreement"), by and between Creative Planning, LLC, a Missouri limited liability company ("CP"), and Sullivan, Bruyette, Speros & Blayney, LLC, a Virginia limited liability company ("SBSB").

WHEREAS, CP acquired the assets of SBSB, including the Assigned Trademarks, as defined below; and

WHEREAS, the parties desire to execute this Trademark Assignment Agreement to consummate the transfer of the Assigned Trademarks from SBSB to CP.

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. **Assignment of Trademarks.** SBSB hereby irrevocably transfers, conveys, assigns and delivers to CP (the "Assignment") all rights, title, benefit, privileges and interests of SBSB in the following:

- (a) **SBSB FINANCIAL ADVISORS & Design** (Ser. 90/146,938) and **ENRICH YOUR JOURNEY** (Ser. No. 90/146,947), including any pending trademark registration applications for the same (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of SBSB accruing any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Further Actions.** Each of the parties hereto agrees it will (or, if appropriate, cause its affiliates to) execute and deliver such further instruments and take such other action as may be necessary to make effective the transactions contemplated by this Trademark Assignment Agreement. In case at any time after the date hereof any further action is necessary to carry out the purposes of this Agreement, each party will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of such requesting party. SBSB hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment Agreement upon request of CP.

3. **Amendment.** This Trademark Assignment Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.

4. **Governing Law.** 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.

5. **No Additional Remedies.** Nothing in this Trademark Assignment Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than CP or SBSB and their respective successors and permitted assigns, any remedy or claim under or by reason of this Trademark Assignment Agreement or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this Trademark Assignment Agreement shall be for the sole and exclusive benefit of CP and SBSB and their respective successors and permitted assigns.

6. **Assignment.** 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.

7. **Counterparts; Electronic Delivery.** 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. Delivery of a facsimile copy of an executed signature page, or delivery via email of a PDF or other electronic copy of an executed signature page to this Trademark Assignment Agreement shall be as effective as manual delivery of a manually executed counterpart of this Trademark Assignment Agreement.

[Execution Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CP:

CREATIVE PLANNING, LLC

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

SBSB:

SULLIVAN, BRUYETTE, SPEROS & BLAYNEY, LLC

By: SBSB HOLDINGS, LLC a Virginia limited liability company, Managing Member

DocuSigned by:
Greg Sullivan
By: _____
Name: Gregory D. Sullivan
Title: Co-CEO

[Signature Page to Trademark Assignment Agreement]

