

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EisnerAmper LLP		07/30/2021	Limited Liability Partnership: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eisner Advisory Holdco LLC		
<b>Street Address:</b>	733 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4077793	EISNERAMPER	
<b>Registration Number:</b>	2382017	NANNYTAX	
<b>Registration Number:</b>	4227258	LET'S GET DOWN TO BUSINESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco/		
<b>DATE SIGNED:</b>	11/22/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of July 30, 2021, is made by EisnerAmper LLP, a New York limited liability partnership (“Assignor”), in favor of Eisner Advisory Holdco LLC, a Delaware limited liability company (“Assignee”). Assignee and Assignor are referred to collectively herein as the “Parties” and, each of them, a “Party”.

WHEREAS, under the terms of the Contribution Agreement between Assignor, Assignee and the other parties thereto, dated as of July [•], 2021, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Parties agree as follows:

1. Trademark Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, without any reservation of any right, title, or interest, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all common law rights associated with the trademarks that are the subject of the trademark registrations set forth on Schedule 1 hereto;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment and sale had not been made;
- (d) all rights to apply for, revive, and maintain all registrations, renewals, and/or extensions of any of the foregoing,
- (e) 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
- (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in

the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall execute and deliver such additional documents and take such further actions as Assignee and its successors, assigns and legal representatives may request, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

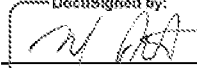
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by .pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment, and all claims or causes of actions (whether at law, in contract or in tort) that may be based upon, arise out of or are related to this Agreement or the negotiation, execution, enforcement, delivery or performance (or failure thereof) of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to conflicts of laws principles (whether of the State of New York or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of New York).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**EISNERAMPER LLP**

By:   
Name: Michael Bren  
Its: Vice Chair - Strategic Relationships

**EISNER ADVISORY HOLDCO LLC**

By: \_\_\_\_\_  
Name: Charles Weinstein  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**EISNERAMPER LLP**

By: \_\_\_\_\_  
Name: Michael Breit  
Its: Vice Chair - Strategic  
Relationships

**EISNER ADVISORY HOLDCO LLC**

By: Charles Weinstein  
Name: Charles Weinstein  
Title: Chief Executive Officer

**Schedule 1**

**ASSIGNED TRADEMARKS**

EISNERAMPER - U.S. Trademark Registration No. 4077793.

NANNYTAX - U.S. Trademark Registration No. 2382017.

LET'S GET DOWN TO BUSINESS - U.S. Trademark Registration No. 4227258