

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697017

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900653386		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo & Company		11/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Asset Management Holdings, LLC		
<b>Street Address:</b>	525 Market Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3628521	COREBUILDER	
<b>Registration Number:</b>	3297066	ON THE TRADING DESK	
<b>Registration Number:</b>	5020242	G GALLIARD CAPITAL MANAGEMENT, INC.	
<b>Registration Number:</b>	2713377	G	
<b>Registration Number:</b>	2073529	GALLIARD CAPITAL MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>ATTORNEY DOCKET NUMBER:</b>	597600/547		
<b>NAME OF SUBMITTER:</b>	Allison Lasher		
<b>SIGNATURE:</b>	/Allison Lasher/		
<b>DATE SIGNED:</b>	12/22/2021		

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this “IP Assignment”) is made and entered into as of November 1, 2021 (the “Effective Date”) by and between Wells Fargo & Company, a Delaware corporation (“Assignor”), and Wells Fargo Asset Management Holdings, LLC (“Assignee”), a Delaware limited liability company. Assignor and Assignee are referred to herein collectively as the “Parties” and each individually as a “Party.” Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of February 22, 2021 (the “Purchase Agreement”), by and among EVEREN Capital Corporation, a Delaware corporation, Zebra Buyer LLC, a Delaware limited liability company, Assignee, and solely for purposes of Article X of the Purchase Agreement and, to the extent applicable thereto, Section 1.1 thereof, Assignor;

WHEREAS, in connection with and in furtherance of the transactions contemplated by the Purchase Agreement, Assignor has agreed to sell, assign transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned IP (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective immediately:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of any and all Encumbrances (other than Permitted Encumbrances), all of Assignor’s right, title and interest in and to any and all Intellectual Property and Software owned by Assignor or any of its Affiliates (other than the Company Group) that is (a) exclusively used or held for use in the operation of the Business of the Company Group as conducted as of February 22, 2021 or (b) set forth in Section 1.1(a) of the Seller Disclosure Letter to the Purchase Agreement, including the trademark registrations and trademark applications (together with all of the goodwill symbolized thereby) that are set forth on Appendix A attached hereto (collectively, the “Assigned IP”).

2. Further Assurances. Each of Assignor and Assignee shall, and shall cause its respective Affiliates to, use its or their reasonable best efforts, from time to time, to execute and deliver, at the reasonable request of the other party, such additional documents, information and instruments, including any other similar instruments in addition to those required by this IP Assignment, as may be reasonably required to give effect to this IP Assignment, and to provide any documents or other evidence of ownership as may be reasonably requested by Assignee to confirm Assignee’s ownership of the Assigned IP.

3. Miscellaneous.

(a) Relationship to the Purchase Agreement. Nothing in this IP Assignment, express or implied, shall, nor shall it be deemed or construed to, supersede, amend, alter, rescind, waive, modify, expand or limit any of the rights and obligations of the parties under, and the terms or conditions of, the Purchase Agreement or any other Ancillary Agreement, in any manner whatsoever. In the event of any conflict or inconsistency between the provisions of this IP Assignment and the provisions of the Purchase Agreement or any other Ancillary Agreement, the provisions of the Purchase Agreement or the applicable Ancillary Agreement shall control, including with respect to the enforcement of the rights and obligations of the parties. Without limiting the foregoing, the parties expressly acknowledge and agree that the sole and

exclusive remedies of each party with respect to any and all claims arising out of or in connection with this IP Assignment and the transactions contemplated hereby shall be limited to those remedies set forth in the Purchase Agreement.

(b) Choice of Law. This IP Assignment and all actions, claims, matters, proceedings or counterclaims (whether based on contract, tort, or otherwise) arising out of, relating to, or be in connection with this IP Assignment or the actions of the parties hereto in the negotiation, administration, performance and enforcement hereof, shall be interpreted in accordance with and governed by the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) regardless of the Laws that might otherwise govern under applicable principles of conflict of law thereof.

(b) Counterparts; Facsimile Signatures. This IP Assignment may be executed by facsimile or electronic PDF file or by using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign) in separate counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be 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 IP Assignment, facsimile, pdf and electronic signatures shall be deemed originals.

\* \* \* \* \*

**IN WITNESS WHEREOF**, this IP Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

**ASSIGNOR:**

WELLS FARGO & COMPANY

DocuSigned by:  
*Andrew DeVillers*  
By: \_\_\_\_\_  
Name: And

**IN WITNESS WHEREOF**, this IP Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

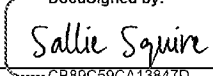
**ASSIGNOR:**

WELLS FARGO & COMPANY

By: \_\_\_\_\_  
Name: Andy DeVillers  
Title: Executive Vice President

**ASSIGNEE:**

WELLS FARGO ASSET MANAGEMENT  
HOLDINGS, LLC

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Sallie Squire  
Title: Senior Vice President

**Appendix A**

**Trademark Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
US	COREBUILDER	3628521	5/26/2009	Wells Fargo & Company
US	ON THE TRADING DESK	3297066	9/25/2007	Wells Fargo & Company
US	GALLIARD CAPITAL MANAGEMENT & G Design	5020242	8/16/2016	Wells Fargo & Company
US	G & Design (Circles)	2713377	5/6/2003	Wells Fargo & Company
US	GALLIARD CAPITAL MANAGEMENT	2073529	6/24/1997	Wells Fargo & Company

[Signature Page to Intellectual Property Assignment Agreement]