

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700205

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900657432

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Planned Financial Services LLC		01/01/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	PFS IP Holdings LLC
Street Address:	7000 Fitzwater Rd
Internal Address:	Suite 300
City:	Brecksville
State/Country:	OHIO
Postal Code:	44141
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5055963	SIMPLICITY IN A COMPLEX WORLD
Registration Number:	4130148	STAR
Registration Number:	5055397	401(K) PROSPERITY
Registration Number:	5080513	YOUR LIFE. YOUR MONEY. YOUR WAY.
Registration Number:	5201121	PROSPERITYCARD
Registration Number:	5232031	PLANNED FINANCIAL SERVICES
Registration Number:	5338310	PLANNED FINANCIAL SERVICES
Registration Number:	3862867	DIVORCE RIGHT
Registration Number:	3887643	RETURN ON LIFE
Serial Number:	88309031	PERSONAL CFO
Serial Number:	88661439	COMPLETE FAMILY OFFICE (CFO)

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2163391111

Email: suzann@themoskowitzfirm.com

TRADEMARK

Correspondent Name: Suzann Moskowitz
Address Line 1: 24870 Fairmount Blvd
Address Line 4: Beachwood, OHIO 44122

ATTORNEY DOCKET NUMBER:	247
NAME OF SUBMITTER:	Suzann Moskowitz
SIGNATURE:	/Suzann R. Moskowitz/
DATE SIGNED:	01/06/2022

Total Attachments: 4
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights Agreement (the "Assignment") made at Cleveland, Ohio, as of the 1st day of January 2020, by and among Planned Financial Services LLC, an Ohio limited liability company herein called "Assignor", and PFS IP Holdings LLC, an Ohio limited liability company, together with its successors and assigns is herein called "Assignee", is to EVIDENCE THAT:

WHEREAS, Assignor has developed proprietary systems, processes, methods, and educational content related to wealth growth, preservation, and management, and the provision of personal financial planning services, as well as physical or electronic documentation thereof (collectively referred to herein as "Proprietary Assets").

WHEREAS, Assignor has developed and/or registered or may develop or register on behalf of itself or Assignee various product names, trade names, trademarks, or service marks and/or internet domain names related to such product names, trade names, trademarks or service marks (collectively referred to herein as "Trademarks") related to the Proprietary Assets; and

WHEREAS, Assignor has registered or may register on behalf of itself or Assignee various copyrights related to, encompassing, or including physical or electronic documentation one or more of the Proprietary Assets (collectively referred to herein as "Copyrights"); and

WHEREAS Assignor desires to assign and convey any and all intellectual property rights and interests (if any) which it has now or in the future in the Proprietary Assets, Trademarks, and Copyrights; and

WHEREAS, a list of currently existing Proprietary Assets, Trademarks and Copyrights, which the parties will amend or supplement from time to time, appears as Exhibit A to this Assignment; and

WHEREAS intellectual property rights as defined herein consist of all rights existing now or in the future in the Proprietary Assets, Trademarks or Copyrights, including but not limited to, copyrights, trademark(s), patents, trade secrets, proprietary rights, and all other intellectual property rights arising from the creation of the Proprietary Assets, Trademarks or Copyrights (collectively referred to herein as "Intellectual Property Rights"); and

WHEREAS Assignee desires to accept the assignment of all of the Intellectual Property Rights set forth herein;

NOW, THEREFORE, subject to the foregoing Assignor states as follows:

1. Effective the date that the Proprietary Assets, Trademarks, or Copyrights, or each aspect thereof, were created (herein called the "Effective Date"), Assignor hereby assigns and conveys the entire right, title and interest in and to the Intellectual Property Rights it possesses in the Proprietary Assets, Trademarks, or Copyrights to Assignee, together with the whole of the goodwill of the business pertaining thereto.
2. Assignee hereby accepts said assignment and assumes all the Assignor's Intellectual Property Rights, interests and benefits on and after the Effective Date.
3. This Agreement constitutes the only agreement and understanding of the Assignor and the Assignee with regard to the assignment of the Intellectual Property Rights, and all the

interests and benefits deriving from such rights and supersedes all agreements, promises, representations and understandings related to the subject matter thereof.

4. This Agreement shall inure to the benefit of the Assignee and its successors and assigns.
5. Assignor represents and warrants that it has not pledged, mortgaged, assigned, or otherwise granted any Intellectual Property Rights or any other partial interest(s) in the Proprietary Assets, Trademarks or Copyrights to any other party, and that there are no existing claims, demands or actions relating to or arising out of the Intellectual Property Rights . Assignor shall indemnify and hold Assignee harmless for such claims, demands or actions.
6. Assignor represents and warrants that all his/her/its contributions to the Proprietary Assets, Trademarks or Copyrights are the original work of Assignor, and that such contributions do not infringe upon the intellectual property rights or other rights of any third party. In addition to the other warranties of indemnification contained herein, Assignor shall indemnify, hold harmless, and defend Assignee against any claims related to the originality of Assignor's work or contributions.
7. Assignor shall cooperate with Assignee to register, and as necessary to enforce, all Intellectual Property Rights. To that end, Assignor shall execute and deliver all documents requested by Assignee in connection therewith, and Assignor hereby irrevocably designates and appoints Assignee as Assignors agent and attorney-in-fact to act for and on behalf of Assignor and in Assignor's stead for the sole purposes of executing, registering and filing any such applications, and doing all other lawfully permitted acts to further the registration, protection and issuance of copyrights, trademarks, or similar protections with the same legal force and effect as if executed by Assignor, but for no other purpose.
8. Assignor hereby waives and releases any and all claims, demands, complaints, actions or causes of action (including, but not limited to rights to royalties or other compensation) which he/she/it may have now or in the future against the Assignor with respect to the intellectual property rights arising from the Invention or Trademarks.

IN WITNESS WHEREOF, the parties have set their hands as of the 1st day of January, 2020:

PLANNED FINANCIAL SERVICES LLC

By:  4/1/20
Frank Fantozzi, President

"Assignor" *MANAGING MEMBER*

PFS IP HOLDINGS LLC

By: 
Frank Fantozzi, President

"Assignee" 4/1/20