

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM692987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PFM I, LLC		12/06/2021	Limited Liability Company:
PFM Investment, LLC		12/06/2021	Limited Liability Company:
Public Financial Management, LLC		12/06/2021	Limited Liability Company:
PFM Asset Management LLC		12/06/2021	Limited Liability Company:
PFM Financial Services LLC		12/06/2021	Limited Liability Company:
BondResource Partners, LP		12/06/2021	Limited Partnership:
BondResource Partners, LLC		12/06/2021	Limited Liability Company:
PFM Fund Distributors, Inc.		12/06/2021	Corporation:

RECEIVING PARTY DATA

Name:	PFM FA Holdings, LLC
Street Address:	1735 Market St. 42nd Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2628574	PFM
Registration Number:	3288735	SWAPVIEWER
Registration Number:	6019936	MUNITE
Registration Number:	6019935	
Registration Number:	5855540	
Registration Number:	5802074	MUNITE
Registration Number:	5357873	PACEKEEPER
Registration Number:	6274382	SYNARIO
Registration Number:	6273703	SYNARIO
Registration Number:	6085903	SYNARIO
Registration Number:	6083680	SYNARIO
Registration Number:	6071451	AGILE MODELING INTELLIGENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6071450	AGILE MODELING INTELLIGENCE
Serial Number:	88226962	MUNITE
Serial Number:	76034056	GOVZONE
Serial Number:	90828996	PFM
Serial Number:	90829016	PFM

CORRESPONDENCE DATA

Fax Number: 8607243397

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: 8602756700

Email: hartfordtrademarks@McCarter.com

Correspondent Name: Mark D. Giarratana

Address Line 1: Mccarter & English, LLP

Address Line 2: 185 Asylum Street, Cityplace I

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Mark D. Giarratana
SIGNATURE:	/Mark D. Giarratana/
DATE SIGNED:	12/07/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Intellectual Property Assignment”) is made and entered into as of December 6, 2021 (the “Effective Date”), by and among PFM FA Holdings, LLC, a Delaware limited liability company (“PFM FA”), PFM Financial Advisors LLC, a Delaware limited liability company (“Financial Advisors”), PFM Swap Advisors LLC, a Delaware limited liability company (“Swap Advisors”), PFM Group Consulting LLC, a Delaware limited liability company (“Group Consulting”), PFM Ventures, LLC, a Delaware limited liability company (“PFM Ventures,” and together with Financial Advisors, Swap Advisors, and Group Consulting, the “FA Entities” and together with PFM FA, the “Assignees”), PFM I, LLC, a Delaware limited liability company (“PFM I”), PFM Investment, LLC, a Delaware limited liability company (“PFM Investment”), Public Financial Management, LLC, a Pennsylvania limited liability company (“PFM LLC”), PFM Asset Management LLC, a Delaware limited liability company (“PFM AM”), PFM Financial Services LLC, a Delaware limited liability company (“Financial Services”), BondResource Partners, LP, a Delaware limited partnership (“BR LP”) BondResource Partners, LLC, a Pennsylvania limited liability company (“BR LLC”), and PFM Fund Distributors, Inc., a Pennsylvania corporation (“Fund Distributors,” and together with PFM I, PFM Investment, PFM LLC, PFM AM, Financial Services, BR LP, and BR LLC, the “Assignors”).

RECITALS

WHEREAS, pursuant to the Fifth Amended and Restated Limited Liability Company Operating Agreement of PFM I, dated as of July 7, 2021, as the same may be amended, restated, supplemented, and/or modified from time to time (the “A&R LLCA”), the Members agreed that PFM I shall cause the Specified FA Business Assets to be transferred to, and the Specified FA Business Liabilities to be assumed by, the FA Entities, and any Intellectual Property included in the Specified FA Business Assets to be assigned to the FA Entities pursuant to an assignment of intellectual property;

WHEREAS, capitalized terms used and not defined in this Intellectual Property Assignment have the respective meanings assigned to them in the A&R LLCA;

WHEREAS, notwithstanding the terms of the A&R LLCA, the FA Entities desire that the Assignors instead assign to PFM FA, and PFM FA desires to acquire, any and all Intellectual Property included in the Specified FA Business Assets; and

WHEREAS, this Intellectual Property Assignment is being executed and delivered to evidence and effect the assignment of Intellectual Property included in the Specified FA Business Assets to, and the assumption of any liabilities relating to, arising out of or resulting from any such Intellectual Property by, PFM FA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows, with effect as of the Effective Date as part of Ehozin Step 3 and prior to Ehozin Step 4(a):

1. Assignment. Each Assignor hereby transfers, assigns, grants and conveys to PFM FA and its successors and assigns (or its designee(s)) any and all of its right, title and interest in and to the Intellectual Property in the Specified FA Business Assets (the “Assigned Intellectual Property”), including the following:

(a) the Trademarks, including the applications for registration, and the registrations set forth on Schedule 1 hereto, and all issuances, extensions, and renewals thereof, together with the goodwill of the business(es) connected with the use of, and symbolized by, such Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the A&R LLCA, the transfer of Assignors’ business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the patents and patent applications set forth on Schedule 2 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(c) the domain names set forth on Schedule 3 hereto, any and all domain name registrations and renewals thereof, any and all trademark rights therein, together with the goodwill of the business(es) connected with the use of, and symbolized by, the trademark rights therein, any and all websites and webpages appearing under such domain names, all code, configuration files and data associated with such websites and webpages, and all copyrights in and to such websites, webpages, code, configuration files and data;

(d) the Software set forth on Schedule 4 hereto, including any and all copyrights in and to such Software;

(e) all rights of any kind whatsoever accruing under the Assigned Intellectual Property and provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Intellectual Property; and

(g) any and all claims and causes of action with respect to the Assigned Intellectual Property, 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each of the Assignors hereby authorizes the Commissioner of Patents and the Commissioner of Trademarks in the United States Patent & Trademark Office, the Register of Copyrights in the United States Copyright Office, the officials of corresponding entities or agencies in any applicable jurisdictions, and any applicable domain name registrar, to record and register this Intellectual Property Assignment. Following the date hereof, at the Assignees' sole cost and expense, each Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignees and each of their successors, assigns,

and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to PFM FA, or its designee(es), or successor thereto.

3. Terms of the A&R LLCA. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the A&R LLCA. Except as set forth herein, the terms contained in the A&R LLCA 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 A&R LLCA and the terms hereof (other than the FA Entities' consent to assign their rights to PFM FA), the terms of the A&R LLCA shall govern.

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

5. Successors and Assigns. This Intellectual Property 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 Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

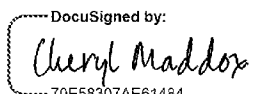
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the Effective Date.

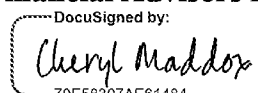
ASSIGNEES

PFM FA Holdings, LLC

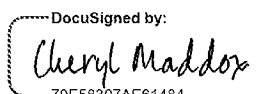
By: PFM Investment, LLC, its Sole Member

By: 
70E58307AE61484...
Name: Cheryl Maddox
Title: Secretary

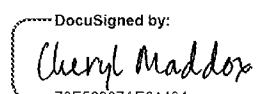
PFM Financial Advisors LLC

By: 
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Name: Cheryl Maddox
Title: Secretary

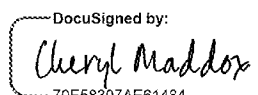
PFM Swap Advisors LLC

By: 
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Name: Cheryl Maddox
Title: Secretary

PFM Group Consulting LLC

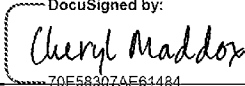
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Name: Cheryl Maddox
Title: Secretary

PFM Ventures, LLC

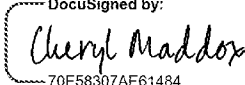
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Name: Cheryl Maddox
Title: Secretary

ASSIGNORS

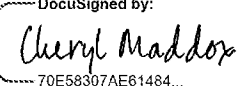
PFM I, LLC

By:  DocuSigned by:
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Name: Cheryl Maddox
Title: Secretary

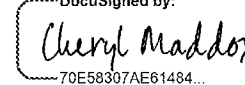
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By:  DocuSigned by:
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Name: Cheryl Maddox
Title: Secretary

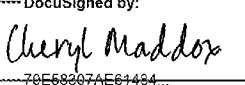
Public Financial Management, LLC

By:  DocuSigned by:
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Name: Cheryl Maddox
Title: Secretary

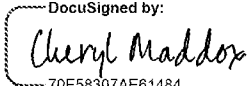
PFM Asset Management LLC

By:  DocuSigned by:
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Name: Cheryl Maddox
Title: Assistant Secretary

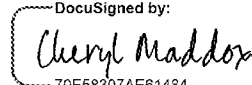
PFM Financial Services LLC

By:  DocuSigned by:
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Name: Cheryl Maddox
Title: Assistant Secretary

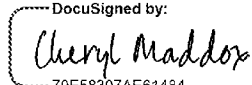
BondResource Partners, LP
By: BondResource Partners, LLC, its General Partner

By:  70E58307AE61484...
Name: Cheryl Maddox
Title: Assistant Secretary



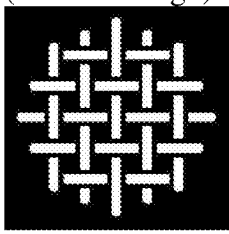
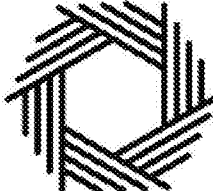
BondResource Partners, LLC




By:  70E58307AE61484...
Name: Cheryl Maddox
Title: Assistant Secretary

PFM Fund Distributors, Inc.

By:  70E58307AE61484...
Name: Cheryl Maddox
Title: Assistant Secretary

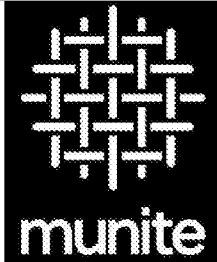

SCHEDULE 1**TRADEMARKS****Trademark Registrations**

Issued Trademark	Ser./Reg. Number	Registration Date/Status	Owner
PFM and Design 	SN:75-611784 RN:2,628,574	October 1,2002/ ACTIVE	Public Financial Management, Inc.
SWAPVIEWER	SN:78-596757 RN:3,288,735	September 4, 2007/ ACTIVE	PFM Asset Management LLC
MUNITE and Design (horizontal) 	SN: 88-226877 RN: 6,019,936	March 24, 2020/ ACTIVE	Public Financial Management, Inc.
(Lattice Design) 	SN 88-226748 RN: 6,019,935	March 24, 2020/ ACTIVE	Public Financial Management, Inc.
(Bird's Nest logo) 	SN: 88-226667 RN: 5,855,540	September 10, 2019/ ACTIVE	Public Financial Management, Inc.
MUNITE	SN: 88-024870 RN: 5,802,074	July 9, 2019/ ACTIVE	Public Financial Management, Inc.

PACEKEEPER	SN: 87-213231 RN: 5,357,873	December 19, 2017/ ACTIVE	Public Financial Management, Inc.
SYNARIO and Design 	SN: 88-79577 RN: 6,274,382 (Int'l Cl. 42)	February 16, 2021/ ACTIVE	Public Financial Management, Inc.
SYNARIO and Design 	SN: 88-596491 RN: 6,273,703 (Int'l Cl. 36)	February 16, 2021/ ACTIVE	Public Financial Management, Inc.
SYNARIO	SN: 88-976807 RN: 6,085,903 (Int'l Cl. 42)	June 23, 2020/ ACTIVE	Public Financial Management, Inc.
SYNARIO	SN: 88-596480 RN: 6,083,680 (Int'l Cl. 36)	June 23, 2020/ ACTIVE	Public Financial Management, Inc.
AGILE MODELING INTELLIGENCE and Design 	SN: 88-597559 RN: 6,071,451	June 2, 2020/ ACTIVE	Public Financial Management, Inc.
AGILE MODELING INTELLIGENCE	SN: 88-597548 RN: 6,071,450	June 2, 2020/ ACTIVE	Public Financial Management, Inc.

Trademark Applications

Applied for Trademark	Serial Number	Filing Date/Status	Owner
MUNITE and Design (vertical)	88226962	December 12, 2018/Pending (fourth request to extend deadline to file statement of use was filed)	Public Financial Management, Inc.

			
GOVZONE	76034056	April 25, 2000/Abandoned	Public Financial Management, Inc.
PFM	90828996	July 14, 2021/Pending (Awaiting Examination)	Public Financial Management, Inc.
PFM and Design 	90829016	July 14, 2021/Pending (Awaiting Examination)	Public Financial Management, Inc.

Other Trademarks

SYNOPSIS
PUBLIC FINANCIAL MANAGEMENT

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Patents

None.

SCHEDULE 3

DOMAIN NAMES

www.munite.com
www.pfm.com
www.swapviewer.com
www.synario.com

SCHEDULE 4

SOFTWARE

CLICK DIMENSIONS
COMPLIANCE MANAGEMENT SYSTEM (CMS)
CORE: COMPLIANCE MANAGEMENT SYSTEM (CMS)
CORE: CONTRACT/RFP MANAGEMENT
CORE: MARKETING COLLATERAL
CORE: CLIENTS/PROJECTS AND FORECASTS
DOC PURGE
IBIS
MUNITE
QVIDIAN
SWAPVIEWER
SYNARIO
SYNOPSIS
WORKDAY