

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portico Holdings LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cowen PC Acquisition LLC		
Street Address:	c/o Cowen Inc. 599 Lexington Avenue		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90769498	PORTICO CAPITAL	
Serial Number:	90769516	PORTICO CAPITAL ADVISORS	
Serial Number:	90769535	NARTHEX CAPITAL INVESTORS	
Serial Number:	90769550	NARTHEX CAPITAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	070580.10108		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	01/05/2022		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 15, 2021 ("Effective Date") by and among Cowen PC Acquisition LLC, a Delaware limited liability company (the "Assignee") and Portico Holdings LLC, a Delaware limited liability company (the "Seller" or "Assignor" and, together with the Assignee, the "Parties" and each, a "Party").

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks set forth on Schedule A hereto (the "Assigned Trademark"); and

WHEREAS, pursuant to that certain Intellectual Property Agreement, dated as of the Effective Date, by and among the Assignor, the Assignee and other parties specified therein (the "Assignment Agreement"), the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns the Assignor's entire right, title and interest in and to (i) the Assigned Trademarks, including, for the avoidance of doubt, (ii) all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, (iii) the right to apply for and obtain registrations and renewals for the foregoing and (iv) the right to bring any actions or proceedings at law or in equity or before any Governmental Authority for any past, present or future infringement, dilution or unauthorized use of the Assigned Trademark, and to collect and retain all damages, awards, settlements and proceeds relating to the Assigned Trademarks ((i) through (iv) collectively, the "Assigned Rights"). The Assignor further consents to recordation of this Assignment by the Assignee, including with the United States Patent and Trademark Office or successor offices.

2. Further Assurances. The Assignor agrees to execute, at any time and from time to time upon the request of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Assigned Rights worldwide, including all documents necessary to record in the name of the Assignee the assignment of the Assigned Trademarks with the United States Patent and Trademark Office or successor offices.

3. No Conflict. Nothing in this Assignment shall alter any liability or obligation of the Parties arising under the Assignment Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Assignment Agreement, the terms and conditions of the Assignment Agreement shall govern.

4. No Modifications. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by each of the Parties.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

6. Successors and Assigns. This Assignment shall bind and shall inure to the benefit of the Parties and their respective successors, assigns and transferees.

7. Counterparts. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.


8. Definitions. Capitalized terms not defined herein shall have the meanings set forth in the Assignment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed by its respective authorized representative as of the date first set forth above.

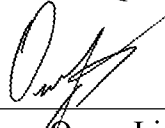
ASSIGNOR:

PORTICO HOLDINGS LLC

By:  _____
Name: Richard R.S. Northrop
Title: Managing Partner

ASSIGNEE:

COWEN PC ACQUISITION LLC

By:  _____
Name: Owen Littman
Title: General Counsel and Secretary

Schedule A

Assigned Trademarks

Trademark	Owner of Record	Jurisdiction	App. No./Reg. No.	Filing Date
PORTICO CAPITAL (standard characters)	Portico Holdings LLC	United States	90/769,498	11-June-2021
PORTICO CAPITAL ADVISORS (logo)	Portico Holdings LLC	United States	90/769,516	11-June-2021
NARTHEX CAPITAL INVESTORS (logo)	Portico Holdings LLC	United States	90/769,535	11-June-2021
NARTHEX CAPITAL (standard characters)	Portico Holdings LLC	United States	90/769,550	11-June-2021