

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bingham, Osborn & Scarborough, LLC		10/29/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cerity Partners LLC		
Street Address:	335 Madison Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2925264	BINGHAM, OSBORN & SCARBOROUGH	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	c/o Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29053.29		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	05/13/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, having an effective date of October 29, 2021 (the “Effective Date”) is made by and between Bingham, Osborn & Scarborough, LLC a California limited liability company, having an address at Suite 1100, 345 California Street, San Francisco, CA 94104 (“Assignor”), Cerity Partners LLC, a Delaware limited liability company, having an address at 335 Madison Avenue, 23rd Floor, New York, NY 10017 (“Cerity Partners”), and Cerity Partners EOE, LLC, a Delaware limited liability company having an address at 335 Madison Avenue, 23rd Floor, New York, NY 10017 (“EOE”).

WHEREAS, Assignor, Cerity Partners and EOE are among the parties to that certain Contribution and Asset Purchase Agreement, dated as of September 27, 2021 (as amended, supplemented or modified, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor sold, conveyed, assigned, and transferred to Cerity Partners and EOE all right, title, and interest in and to the trademark registration set forth on Schedule A and all common law and other rights, worldwide, in and to the trademark that are the subject of such registration (such rights, collectively, the “Trademark”), effective on the Effective Date;

WHEREAS, pursuant to that Contribution Agreement, dated October 29, 2021 (the “Contribution Agreement”), between EOE, Cerity Partners, and Cerity Partners Equity Holding, LLC (“Equity Holding”), EOE contributed and assigned to Equity Holding all right, title, and interest in and to the Contributed Interests and Assets (as defined in the Contribution Agreement), including any rights to the Trademark; and

WHEREAS, pursuant to the Contribution Agreement, Equity Holding contributed and assigned to Cerity Partners all right, title, and interest in and to the Contributed Interests and Acquired Assets (as defined in the Purchase Agreement), including any rights to the Trademark; and

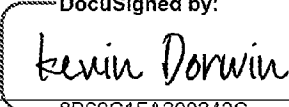
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Effective Date, Assignor hereby sells, grants, assigns, transfers, and delivers all of its rights, title and interests in and to the Trademark to Cerity Partners, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Cerity Partners for its sole use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all rights, claims, and causes of action against third parties, including the right to sue and collect with respect to the same for its own use or for the use of its successors, assigns or other legal representatives, to the extent relating to any loss or damage to the Acquired Assets or any infringement or misappropriation of the Trademark at any time, but not to the extent related solely to lost income for periods prior to the Closing under the Purchase Agreement.

2. This Trademark Assignment is without warranty except as expressly set forth in the Purchase Agreement.
3. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Cerity Partners as the assignee and owner of the Trademark.

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

BINGHAM, OSBORN & SCARBOROUGH, LLC

DocuSigned by:

By: _____
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Name: Kevin D. Dorwin
Title: Chief Executive Officer
5/13/2022
Date: _____

Schedule A
Trademark

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
BINGHAM, OSBORN & SCARBOROUGH	2925264	Feb. 08, 2005	Registered