

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northstar Investment Advisors, LLC		07/19/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Beacon Pointe Advisors, LLC		
Street Address:	24 CORPORATE PLAZA DRIVE		
Internal Address:	SUITE 150		
City:	NEWPORT BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5094763	INCOME FIRST TOTAL RETURN	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216.861.7864		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Deborah A. Wilcox		
Address Line 1:	127 Public Square, Suite 2000		
Address Line 2:	BakerHostetler		
Address Line 4:	Cleveland, OHIO 44114-1214		
ATTORNEY DOCKET NUMBER:	044264.20000		
NAME OF SUBMITTER:	Deborah A. Wilcox		
SIGNATURE:	/s/Deborah A. Wilcox/		
DATE SIGNED:	11/09/2022		
Total Attachments: 7			
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PURCHASE AND CONTRIBUTION AGREEMENT

This PURCHASE AND CONTRIBUTION AGREEMENT (this "*Agreement*") is dated effective as of July 19, 2021, by and among BEACON POINTE ADVISORS, LLC, a California limited liability company ("*Transferee*"), BEACON POINTE, LLC, a California limited liability company ("*Parent*"), NORTHSTAR INVESTMENT ADVISORS, L.L.C., a Colorado limited liability company ("*Northstar*"), FREDERICK B. TAYLOR, an individual ("*Taylor*"), CHARLES FARRELL, an individual ("*Farrell*"), and ROBERT R. VAN WETTER, an individual ("*Van Wetter*" and together with Taylor and Farrell, the "*Northstar Principals*"). Each of the Northstar Principals and Northstar may be referred to herein as a "*Transferor Party*" and collectively as the "*Transferor Parties*."

RECITALS

WHEREAS, Northstar provides investment advisory and related services (the "*Business*") based out of its office located at 700 17th Street, Suite 2350, Denver, Colorado 80202 (the "*Premises*");

WHEREAS, the Northstar Principals collectively own all of the outstanding membership interests of Northstar, and individually in the percentages listed on **Schedule 3.4**;

WHEREAS, Transferee provides investment advisory and related services and is an indirect wholly owned subsidiary of Parent; and

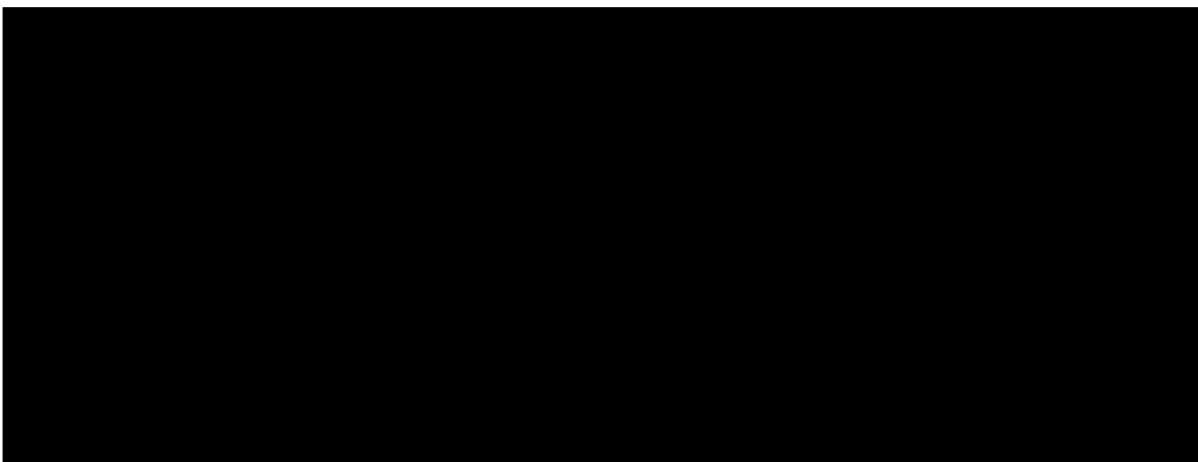
WHEREAS, Transferee desires to acquire from Northstar, and Northstar desires to contribute and sell, and the Northstar Principals desire to cause Northstar to contribute and sell, to Transferee, certain specified assets relating to the Business, subject to the assumption by Transferee of certain specified liabilities of Northstar, in each case as set forth in this Agreement and on the other terms and conditions contained in this Agreement.

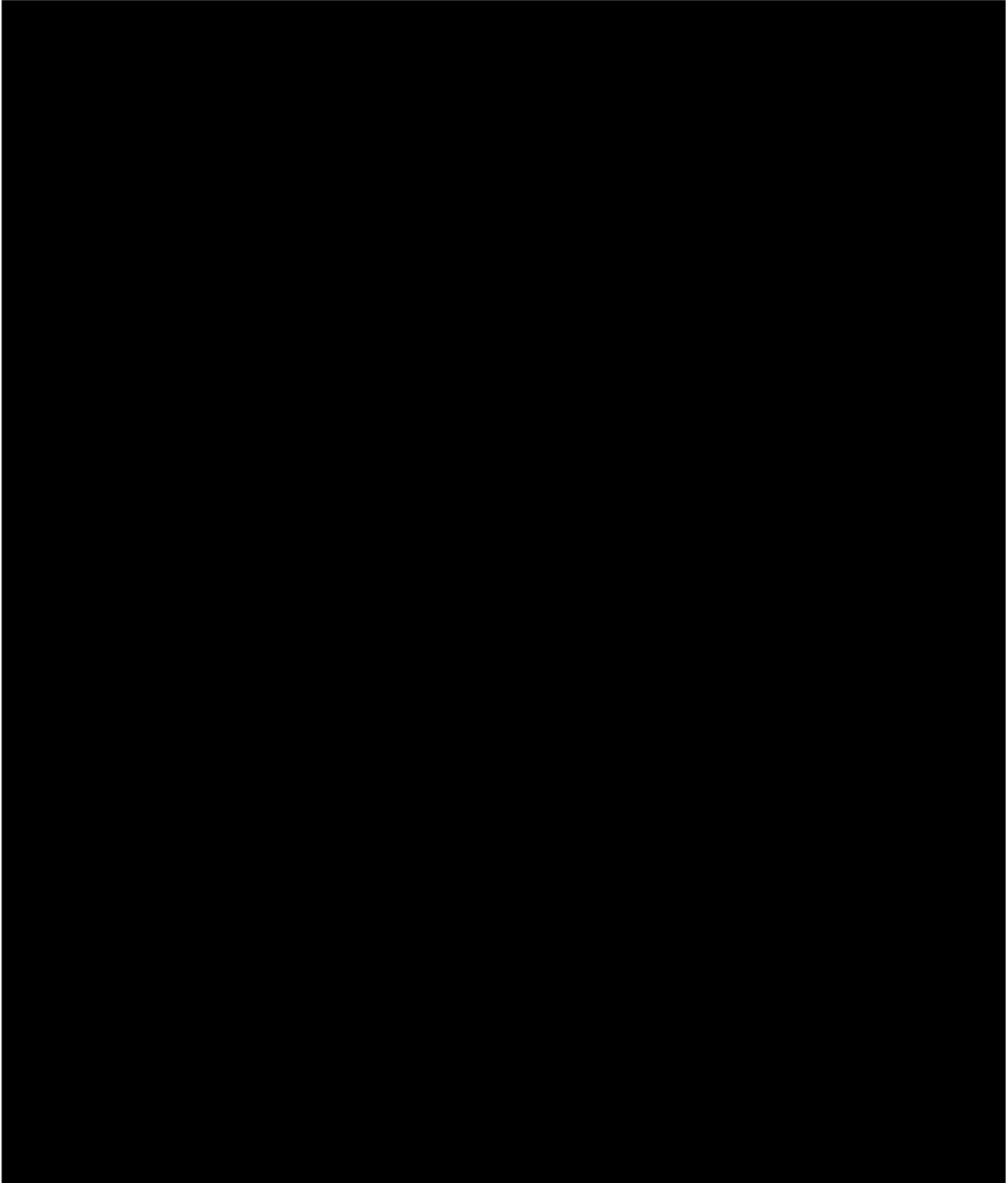
NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

**ARTICLE I
DEFINITIONS**

Section 1.1 **Certain Definitions**. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"*Acquired Assets*" means all of the assets of Northstar (other than Excluded Assets), including the Business assets, all client agreements and written consents to the assignment of such agreements of all Closing Clients, properties, contractual rights, goodwill, going concern value, rights and claims of Northstar wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Northstar, including but not limited to each of the assets listed on **Schedule 1.1**.





“Intellectual Property” means any and all of the following used in the Business, whether domestic or foreign: patents; registered or common law trademarks, trade names, service marks, service names; copyrights; applications for any of the foregoing; trade secrets; inventions; technology; processes; know-how and any and all rights (whether granted by or derived from a license or otherwise) to use any of the foregoing.

...

Section 2.1 Contribution of Assets.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, the Transferor Parties shall cause Northstar to sell, transfer and contribute, as applicable, and the Transferee shall purchase and accept the contribution from the Transferor Parties of, subject to and upon the terms and conditions contained herein and free and clear of any Liens, the Acquired Assets.

(b) The sale and contribution of the Acquired Assets will be effected by delivery by the Transferor Parties to Transferee of (i) a Bill of Sale in the form attached as Exhibit B to this Agreement; and (ii) such other good and sufficient instruments of conveyance, transfer and assignment (together with the Bill of Sale, the "*Instruments of Transfer*") as shall be necessary to vest in Transferee all right, title and interest in and to the Acquired Assets.

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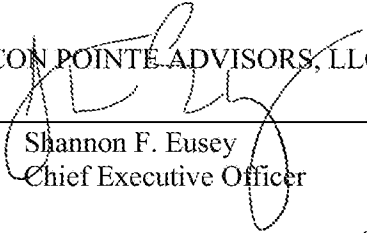
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Contribution Agreement as of the date first set forth above.

TRANSFeree

BEACON POINTE ADVISORS, LLC

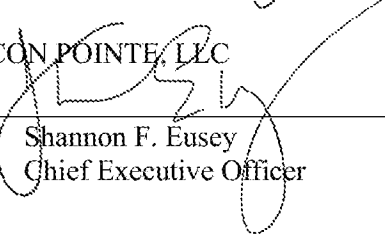
By: _____


Shannon F. Eusey
Chief Executive Officer

PARENT

BEACON POINTE, LLC

By: _____

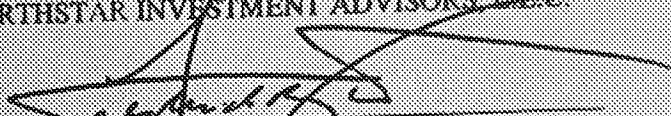

Shannon F. Eusey
Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Northstar

NORTHSTAR INVESTMENT ADVISORS, L.L.C.

By:


Frederick B. Taylor, President

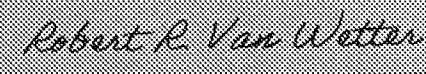
Taylor


Frederick B. Taylor

Farrell


Charles Farrell




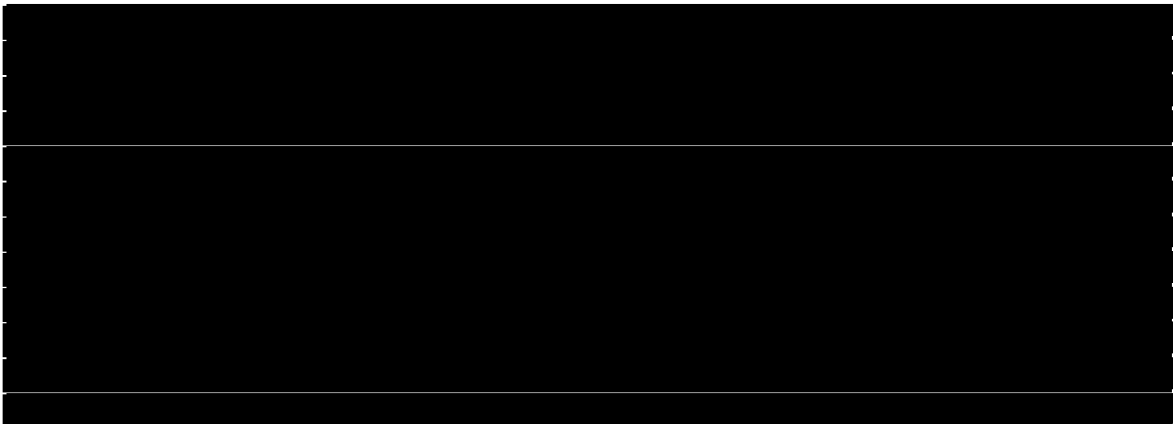
Van Wetter


Robert R. Van Wetter

Robert R. Van Wetter

DISCLOSURE SCHEDULES

Schedule 1.1 – Acquired Assets

1. 
2. All Northstar’s right, title and interest in and to the Intellectual Property.
3. 
4. 
5. All goodwill and other intangible assets associated with the Acquired Assets in particular and the Business in general.
6. 

Schedule 2.1 – Excluded Assets

1. “Excluded Assets” shall mean all of the following assets owned or used the Transferor Parties in connection with the Business to be specifically excluded from the Acquired Assets:
 - a. None.

