

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One Financial Corporation		03/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ShareBuilder Inc.		
Street Address:	801 2nd Avenue, Suite 1400		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2488646	SHAREBUILDER	
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:	2066848300		
Email:	trademark@millernash.com		
Correspondent Name:	Robert C. Cumbow of Miller Nash LLP		
Address Line 1:	2801 Alaskan Way, Suite 300, Pier 70		
Address Line 4:	Seattle, WASHINGTON 98121		
ATTORNEY DOCKET NUMBER:	533291-2100		
NAME OF SUBMITTER:	Robert C. Cumbow		
SIGNATURE:	/rcc/		
DATE SIGNED:	04/17/2023		
Total Attachments: 2			
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EXHIBIT C - Trademark Assignment

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") dated as of March 10, 2022 is entered into between Capital One Financial Corporation, a Delaware corporation ("**Assignor**"), and ShareBuilder Inc., a Delaware corporation ("**Assignee**", and each of Assignor and Assignee, a "**Party**").

WHEREAS, Assignor owns the SHAREBUILDER trademark, including U.S. Trademark Registration No. 2,488,646 and all associated common-law rights and goodwill (the "**Trademark**"); and

WHEREAS, in connection with the Asset Purchase Agreement dated March 10, 2022, by and between Assignor and Assignee, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Trademark.

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

1. **Assignment.** Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the Trademark, (ii) any registration or application for registration of any of the foregoing, and (iii) any goodwill associated with any of the foregoing (collectively, the "**Assigned Marks**").

2. **Cooperation.** The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. **DISCLAIMER; LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **General Provisions.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Delaware without regard to the conflict of law rules of such state.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

Capital One Financial Corporation

DocuSigned by:
Charles R. Fending
B05D62A99029469...

Name: Charles Fending
Title: MVP, Corporate Development

ShareBuilder Inc.

DocuSigned by:
Stuart Robertson
2E7FDD5184EF437...

Name: Stuart Robertson
Title: CEO