

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Financial Management Concepts Corporation		04/01/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Wealth Enhancement Group, LLC		
Street Address:	505 North Highway 169, Suite 900		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4557511	INCREDIBLE RETIREMENT	
Registration Number:	4545432	RETIREMENT ROADMAP	
Registration Number:	4523659	SUPPLY & DEMAND INVESTMENT SYSTEM	
Registration Number:	4545428	NEST EGG STRESS TEST	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	6123712461		
Email:	tmdocketing@ballardspahr.com		
Correspondent Name:	Jennifer J English		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	00368150		
NAME OF SUBMITTER:	Jennifer J. English		
SIGNATURE:	/Jennifer J. English/		
DATE SIGNED:	05/24/2023		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the “**Trademark Assignment**”), is made by and between Financial Management Concepts Corporation, a Florida corporation, (“**Assignor**”), and Wealth Enhancement Group, LLC, a Minnesota limited liability company (“**Assignee**”), pursuant to that certain Asset Purchase Agreement and between Assignor and Assignee, dated April 1, 2022 (the “**Purchase Agreement**”) and is effective as of April 1, 2022 (the “**Effective Date**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee the intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties agree as follows:

(a) **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the U.S. trademark registrations identified in **Exhibit A** and all issuances, extensions, and renewals thereof, together with all common law rights in and to the subject marks, and further together with the goodwill of the business connected with the use of, and symbolized by, such marks (the “**Assigned Marks**”),

(b) any and all claims and causes of action, with respect to the foregoing, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its 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 necessary to effect, evidence, or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This Trademark 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 Trademark 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 Trademark Assignment.

5. **Successors and Assigns.** This Trademark 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 Trademark 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 Trademark 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Signature Page Follows]

IN WITNESS THEREOF, and intending to be legally bound, the Parties have executed this Trademark Assignment.

ASSIGNOR:

FINANCIAL MANAGEMENT CONCEPTS CORPORATION

By: Brian Fricke
Name: Brian Fricke
Title: President

ASSIGNEE:

WEALTH ENHANCEMENT GROUP, LLC

By: Bill Rice
Name: Bill Rice
Title: General Counsel

EXHIBIT A

Mark	Registration No.	Goods and Services
INCREDIBLE RETIREMENT	4,557,511	Class 36: <i>Financial planning and investment advisory services; Financial planning for retirement; Financial retirement plan consulting services; Financial services, namely, wealth management services; Providing information and advice in the field of finance, financial investments, financial valuations, and the financial aspects of retirement</i>
RETIREMENT ROADMAP	4,545,432	Class 36: <i>Financial planning and investment advisory services; Financial planning for retirement; Financial retirement plan consulting services; Financial services, namely, wealth management services; Providing information and advice in the field of finance, financial investments, financial valuations, and the financial aspects of retirement</i>
SUPPLY & DEMAND INVESTMENT SYSTEM	4,523,659	Class 36: <i>Financial planning and investment advisory services; Financial planning for retirement; Financial retirement plan consulting services; Financial services, namely, wealth management services; Providing information and advice in the field of finance, financial investments, financial valuations, and the financial aspects of retirement</i>
NEST EGG STRESS TEST	4,545,428	Class 36: <i>Financial planning and investment advisory services; Financial planning for retirement; Financial</i>

		<i>retirement plan consulting services; Financial services, namely, wealth management services; Providing information and advice in the field of finance, financial investments, financial valuations, and the financial aspects of retirement</i>
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