OP \$115.00 2018596

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM819230

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FinancialCad Corporation		06/21/2023	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Numerix LLC
Street Address:	150 E 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2018596	FINANCIALCAD
Registration Number:	2582465	FINCAD
Registration Number:	3990360	FAIR VALUE INSIGHT
Registration Number:	5263278	FINCAD

CORRESPONDENCE DATA

Fax Number: 2123075598

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.

Phone: 2125030559

Email: ksruisi@venable.com

Correspondent Name: Kristen Ruisi

Address Line 1: 151 W 42nd Street

Address Line 2: 49th floor

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Kristen Ruisi
SIGNATURE:	/KR/
DATE SIGNED:	06/23/2023

Total Attachments: 6

source=TRADEMARK ASSIGNMENT AGREEMENT FINCAD SIGNED#page1.tif source=TRADEMARK ASSIGNMENT AGREEMENT FINCAD SIGNED#page2.tif

> TRADEMARK REEL: 008108 FRAME: 0052

900781141

source=TRADEMARK ASSIGNMENT AGREEMENT FINCAD SIGNED#page3.tif source=TRADEMARK ASSIGNMENT AGREEMENT FINCAD SIGNED#page4.tif source=TRADEMARK ASSIGNMENT AGREEMENT FINCAD SIGNED#page5.tif source=TRADEMARK ASSIGNMENT AGREEMENT FINCAD SIGNED#page6.tif

TRADEMARK REEL: 008108 FRAME: 0053

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of June 21st 2023 (the "Effective Date"), by and between FINANCIALCAD CORPORATION, a Canadian Corporation, with a registered address at Central City Suite 1750, 13450 - 102nd Avenue, Surrey, British Columbia Canada V3t5x3 ("Assignor") and NUMERIX LLC, a Delaware Limited Liability Company, with a registered address at 150 E. 42nd Street, New York, New York, United States 10017("Assignee") (collectively the "Parties" and individually, a "Party").

RECITALS

WHEREAS, Assignor owns all rights, title and interest in the trademarks set forth on Schedule A, including all applications and registrations pertaining thereto (collectively, the "*Trademarks*"), and all common-law rights associated therewith, together with the goodwill arising from the use of the Trademarks by Assignor and/or Assignors' predecessors in interest, related companies, and/or licensees (collectively with the Trademarks, the "*Intellectual Property*");

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Intellectual Property;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Intellectual Property; and

WHEREAS, to the extent any of the Trademarks are currently pending U.S. applications with an intent-to-use filing basis Assignor acknowledges that Assignee is the successor of that portion of Assignor's business to which the trademarks in such applications pertain.

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

- 1. **Assignment.** Assignor hereby forever and irrevocably, without reservation, assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property throughout the world, together with the goodwill represented and symbolized thereby, including the right to sue and recover and have damages and profits for any and all past, present or future infringements, all to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. **Further Assurances and Covenant**. Following the Effective Date, upon Assignee's request, Assignor shall take such steps and actions, and execute and deliver such additional instruments and documents, 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, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the

TRADEMARK REEL: 008108 FRAME: 0054 assignment of, or for the procurement, maintenance, enforcement and defense of, the Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby represents, warrants, and covenants that Assignor has not entered into and will not enter into any agreement inconsistent with this Assignment.

- 3. **Governing Law**. This Assignment, and any claims, disputes and proceedings arising out of or in connection with this Assignment, shall be governed by, and construed in accordance with the laws of the State of New York without regard to conflict of law principles thereof that would result in the application of any law other than the law of the State of New York.
- 4. **Jurisdiction**. Any judicial proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of New York, and, by execution and delivery of this Assignment, each Party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit,, action or proceeding brought in such a court or that such court is an inconvenient forum.
- 5. **Successors and Assigns**. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 6. **Amendment.** This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all Parties.
- 7. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Assignment.

[SIGNATURE PAGE FOLLOWS]

2

TRADEMARK REEL: 008108 FRAME: 0055 **IN WITNESS WHEREOF**, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:	ASSIGNEE:
FINANCIALCAD CORPORATION	NUMERIX LLC
Minan hunare. By:	Miran hurane. By:
Name: Miriam Guinane	Name: Miriam Guinane
Title: <u>Director, Chief Legal Counsel</u>	Title: Director, Chief Legal Counsel

SCHEDULE A

	TRADEMARK	OFFICIAL NUMBER	COUNTRY
1	THE PERFECT HEDGE	TMA447304	Canada
2	FINANCIALCAD	TMA454846	Canada
3	FINCAD	TMA525760	Canada
4	FINANCIALCAD	2018596	United States of America
5	FINCAD	2582465	United States of America
6	FINCAD	1567844	United Kingdom
7	FINANCIALCAD	1559348	United Kingdom
8	THE PERFECT HEDGE	1559326	United Kingdom
9	FINANCIALCAD	4049210	Japan
10	FINCAD	004351391	European Union Intellectual Property Office
11	FINANCIALCAD	004351383	European Union Intellectual Property Office
12	FINANCIALCAD	6380330	China
13	FINANCIALCAD	01365505	Taiwan
14	FINANCIALCAD	26955	Republic of Korea
15	FINCAD	5154692	Japan
16	FINCAD	01365506	Taiwan

4

TRADEMARK REEL: 008108 FRAME: 0057

17	FINCAD	26956	Republic of Korea
18	FINCAD	6380333	China
19	FINANCIALCAD	5154693	Japan
20	FAIR VALUE INSIGHT	TMA756902	Canada
21	FAIR VALUE INSIGHT	3990360	United States of America
22	FAIR VALUE INSIGHT	006483416	European Union Intellectual Property Office
23	FAIR VALUE INSIGHT	5175996	Japan
24	FAIR VALUE INSIGHT	6450134	China
25	FINANCIALCAD	6380329	China
26	FINANCIALCAD	6380331	China
27	FINANCIALCAD	6380332	China
28	FINCAD	6380334	China
29	FINCAD	6380335	China
30	FINCAD	6380336	China
31	FINANCIALCAD	6401746	China
32	FAIR VALUE INSIGHT	6450133	China
33	FAIR VALUE INSIGHT	6450132	China
34	FINCAD	6401747	China
35	FINCAD	TMA771102	Canada
36	FINCAD	1837384	India
37	FINCAD & Design	TMA771101	Canada
38	FINCAD & Design (in colour)	TMA771103	Canada
39	FINCAD	TMA764059	Canada

40	FINCAD & Design	TMA767434	Canada
41	FINCAD & Design (in colour)	TMA762196	Canada
42	FINCAD & Design	014437263	European Union Intellectual Property Office
43	FINCAD & Design	5263278	United States of America
44	UNIVERSAL ALGORITHMIC DIFFERENTIATION	TMA1036886	Canada
45	FINCAD & Design	17917916	China
46	FINCAD & Design	17917917	China
47	FINCAD & Design	17917918	China
48	FINCAD & Design	17917919	China
49	FINCAD & Design	17917920	China
50	FINCAD & Design	17917921	China
51	FINCAD & Design	23769678	China
52	FINCAD & Design	23769677	China
53	FINCAD	UK00904351391	United Kingdom
54	FINANCIALCAD	UK00904351383	United Kingdom
55	FAIR VALUE INSIGHT	UK00906483416	United Kingdom
56	FINCAD & Design	UK00914437263	United Kingdom
57	FINCAD THE INDUSTRY STANDARD FOR FINANCIAL ANALYTICS & Design	302075436	Hong Kong