

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumina Financial Consultants, LLC		06/30/2023	Limited Liability Company: VIRGINIA
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:	4495390	LUMINAFI	
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:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29053.56		
NAME OF SUBMITTER:	Matthew Hintz, Esq.		
SIGNATURE:	/Matthew Hintz/		
DATE SIGNED:	07/07/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of June 30, 2023, is made by Lumina Financial Consultants, LLC, a Virginia limited liability company (“**Seller**”), in favor of Cerity Partners LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller and the other parties signatory thereto, dated as of June 2, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this 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:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the trademarks, registrations and applications set forth on

Schedule 1 hereto, together with any associated common law rights, and all goodwill associated therewith (the “**Trademarks**”); and

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of 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, 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. Seller hereby authorizes the officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This 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 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 Assignment.

5. Successors and Assigns. This 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 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in

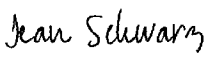
accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

LUMINA FINANCIAL
CONSULTANTS, LLC

CERITY PARTNERS LLC

By: DocuSigned by:

9B72D25EB8A0547A...
Name: Jean Schwarz
Title: Member

By: _____
Name: Kurt Miscinski
Title: President and Chief Executive Officer

By: DocuSigned by:

89F2BA3079A8154...
Name: Laurie Fried
Title: Member

Address for Notices:
Cerity Partners LLC
335 Madison Avenue, 23rd Floor
New York, NY 10017
Attention: Robert Seco and Ben Lomazow
Email: rseco@ceritypartners.com and
blomazow@ceritypartners.com

Address for Notices:
Jean Schwarz
2610 East Grace Street
Richmond, VA 23223
Email: Jmstassi@gmail.com

with a copy to (which shall not constitute notice):
Lowenstein Sandler LLP
1251 Avenue of the Americas, 18th Floor
New York, NY 10020
Attention: Samiul E. Khan and Jean Nicolas Samedi, Jr.
Email: skhan@lowenstein.com;
jsamedi@lowenstein.com

with a copy to (which shall not constitute notice):
Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103-7018
Attention: Christopher Connell and Dean Krishna
Email: cconnell@stradley.com;
dkrishna@stradley.com

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

LUMINA FINANCIAL CONSULTANTS,
LLC

CERITY PARTNERS LLC

By: _____

Name: Jean Schwarz

Title: Member

By: _____

Name: Laurie Fried

Title: Member

Address for Notices:

Jean Schwarz
2610 East Grace Street
Richmond, VA 23223
Email: Jmstassi@gmail.com

with a copy to (which shall not constitute notice):

Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103-7018
Attention: Christopher Connell and Dean Krishna
Email: cconnell@stradley.com;
dkrishna@stradley.com

By:  _____

Name: Kurt Miscinski

Title: President and Chief Executive Officer

Address for Notices:

Cerity Partners LLC
99 Park Ave, 16th Floor
New York, NY 10016
Attention: Robert Seco and Ben Lomazow
Email: rseco@ceritypartners.com and
blomazow@ceritypartners.com

with a copy to (which shall not constitute notice):

Lowenstein Sandler LLP
1251 Avenue of the Americas, 18th Floor
New York, NY 10020
Attention: Samiul E. Khan and Jean Nicolas Samed, Jr.
Email: skhan@lowenstein.com;
jsamedi@lowenstein.com

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Owner	Registration/Application Number
LUMINAFI	United States	Lumina Financial Consultants , LLC	4495390