

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CP/CCM, LLC		10/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerity Partners LLC		
Street Address:	99 Park Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3470105	COVINGTON CAPITAL MANAGEMENT	
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:	29053.11		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	07/11/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment ("**IP Assignment**"), effective as of October 1, 2022, is made by CP/CCM, LLC ("**Seller**"), a Delaware limited liability company, in favor of Cerity Partners LLC ("**Buyer**"), a Delaware limited liability company located at 99 Park Avenue, 16th Floor, New York, NY 10016, the purchaser of certain assets of Seller pursuant to a Equity Purchase Agreement between Buyer, Seller and the other parties signatory thereto, dated as of August 22, 2022 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Seller agrees 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 worldwide right, title, and interest arising from or associated with the following (the "**Assigned IP**"):

(a) the Registered IP (as defined in the Purchase Agreement) set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including, without limitation, invention disclosures (the "**Registered IP**"), together with the goodwill of the business connected with the use of, and symbolized by the trademark registrations and applications set forth on Schedule 1;

(b) all domain names set forth in Schedule 2 hereto, and applications and registrations therefor ("**Domain Names**");

(c) 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;

(d) 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

(e) 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, 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.

(a) Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer's reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

(c) Seller hereby gives its authorization to Buyer to update the account and registrar information to reflect the transfer of the Domain Names to Buyer.

(d) Seller agrees that it shall promptly take such actions as may be reasonably necessary to complete the transfer of Domain Names in accordance with this IP Assignment. Those actions may include, without limitation, sharing the username and passwords and other reasonable account information associated with such Domain Names with Seller, unlocking the Domain Names so as to permit their transfer, providing any authorization or other codes required for the transfer, and answering in the affirmative any request for authorization to complete the transfer.

3. Terms of the Purchase Agreement. Seller acknowledges and agrees that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP 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 IP 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).

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

CP/CCM, LLC

By: CERITY PARTNERS LLC, its Sole Member

By:  _____

Name: Kurt Miscinski

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement (Project 2031)]

TRADEMARK
REEL: 008129 FRAME: 0852

SCHEDULE 1

ASSIGNED REGISTERED IP

Registered IP:

1. COVINGTON CAPITAL MANAGEMENT; USPTO Registration Number 3470105

SCHEDULE 2
ASSIGNED DOMAIN NAMES

covcapmgt.com

covingtoncapitalmanagement.com

ccmwealth.com

ccmwealthmanagement.com

covingtonwealthmanagement.com

covingtonwm.com