

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHERN WEALTH MANAGEMENT, LLP		05/25/2023	Limited Liability Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	CapFinancial Partners, LLC		
Street Address:	4208 Six Forks Road		
Internal Address:	Suite 1700		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4730921	BECAUSE TRUST IS A PRECIOUS CURRENCY	
CORRESPONDENCE DATA			
Fax Number:	9198542084		
<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:	919-854-1844		
Email:	jsleeper@coatsandbennett.com		
Correspondent Name:	Larry L. Coats		
Address Line 1:	1400 Crescent Green		
Address Line 2:	Suite 300		
Address Line 4:	Cary, NORTH CAROLINA 27518		
NAME OF SUBMITTER:	Larry L. Coats		
SIGNATURE:	/Larry L. Coats/		
DATE SIGNED:	07/17/2023		
Total Attachments: 4			
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OP \$40.00 4730921

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*TM Assignment*") is entered into effective May 25, 2023, at 11:59 p.m.. (the "*Effective Time*"), by Southern Wealth Management, LLP, a Texas limited liability partnership, ("*Contributor*"), each individual owner of Contributor executing this Agreement and listed on the signature pages hereto (each an "*Owner*"), and CapFinancial Partners, LLC, a North Carolina limited liability company, ("*Partners*").

RECITALS

Contributor, Owner, Partners' parent company, The CapFinancial Group, LLC ("*Group*"), and Partners have entered into that "*Asset Purchase and Contribution Agreement*", effective as of the Effective Time, (the "*AC Agreement*") whereby Group is acquiring substantially all of Contributor's assets and assigning those assets to Partners. (*The AC Agreement is incorporated into this TM Assignment by this reference. Except as otherwise stated in this TM Assignment, the capitalized terms used in this TM Assignment shall have the same meanings for those terms as defined in the AC Agreement.*) Under the AC Agreement, Contributor and Owner assign all entity names and trade names, domain names, and other general intangibles utilized in operating the Transferor Business, including each trademark and service mark listed on *Schedule A* attached, (each, a "*Trademark*"), and all goodwill associated with the Transferor Business, to Partners. In consideration of these Recitals and on the terms and conditions described below, the parties agree:

1. ASSIGNMENT/ASSUMPTION. *Schedule A* attached sets forth all Trademarks owned by Contributor and/or Owner and utilized in operating the Transferor Business, and Contributor and Owner assign all of their rights and obligations under the Trademarks, including all goodwill associated with the Trademarks, to Partners, and Partners accepts that assignment, all to be effective as of the Effective Time.

2. REPRESENTATIONS. Each party represents that it has the right, power, and authority to enter into this TM Assignment; each person executing this TM Assignment on its behalf is authorized to do so; and this TM Assignment constitutes its valid and legally binding obligation, enforceable as against it in accordance with its terms.

3. MISCELLANEOUS. The provisions of Sections 1.2, 11, & 12 of the AC Agreement are incorporated into this TM Assignment by this reference. Each party will execute and deliver all additional documents and do all other acts as may be reasonably necessary to carry out the provisions and intent of this TM Assignment. Nothing in this TM Assignment shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties.

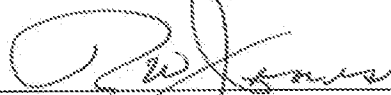
[Signatures on Next Two Pages]

IN WITNESS WHEREOF, the undersigned have executed and delivered this TM Assignment as of the date first above written.

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CONTRIBUTOR:

Southern Wealth Management, LLP
a Texas limited liability partnership

By: 
Name/Title: Richard W. Jones, Managing Partner

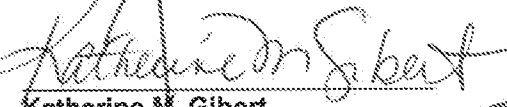
OWNERS:



Richard W. Jones


Thomas S. Gile


Michael L. Olson

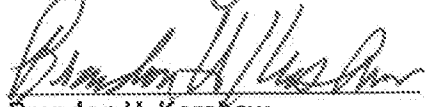

Philip M. de Bruyn


Katherine M. Gibert


Jeremy T. Head


Michael A. Horlick


Shane D. Price

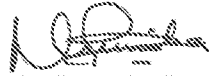

Brandon H. Kershaw


Daniel T. Drake


Kelly H. Pattillo

Signature Page
Trademark Assignment

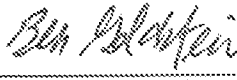
TRADEMARK
REEL: 008134 FRAME: 0674



.....
Nimisha P. Rana

PARTNERS:

CapFinancial Partners, LLC,
a North Carolina limited liability company

By: 

.....
Name/Title: Ben Goldstein, President

SCHEDULE A

Trademark	Owner	Jurisdiction	Filing Date	U.S Reg. No.
BECAUSE TRUST IS A PRECIOUS CURRENCY	Southern Wealth Management, LLP	United States	August 28, 2014	4,730,921