

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830332

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MCM CPAs & Advisors LLP		08/07/2023	Limited Liability Partnership: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCM Advisors LLC		
<b>Street Address:</b>	101 S. 5th Street, Suite 2100		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5803349	MCM CPAS & ADVISORS	
<b>Registration Number:</b>	5921810	MCM CPAS & ADVISORS	
<b>Registration Number:</b>	4583107	MCM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7043778156		
<b>Email:</b>	jcarusone@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Jennifer Carusone		
<b>Address Line 1:</b>	101 N. Tryon Street, Suite 1900		
<b>Address Line 2:</b>	Robinson, Bradshaw & Hinson, P.A.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Jennifer Carusone		
<b>SIGNATURE:</b>	/Jennifer Carusone/		
<b>DATE SIGNED:</b>	08/08/2023		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (“Intellectual Property Assignment”), dated as of August 7, 2023 is made by MCM CPAs & Advisors LLP, a Kentucky limited liability partnership (“Assignor”), in favor of MCM Advisors LLC, a Delaware limited liability company (“Assignee”). Assignee and Assignor are referred to collectively herein as the “Parties” and, each of them, a “Party”.

Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Restructuring Agreement, dated as of the date hereof, by and among Assignor, Assignee and the individual parties named therein (the “Restructuring Agreement”), pursuant to which Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Intellectual Property Assignment, for recordation in the United States Patent and Trademark Office.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Time, Assignor hereby irrevocably contributes, assigns, sells, transfers, conveys and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, including but not limited to the following (collectively, the “Assigned IP”):
  - (a) the trademark registrations and registration applications set forth on Annex 1 hereto and all issuances, extensions and renewals thereof, all common law rights associated with the trademarks that are the subject of the trademark registrations set forth on Annex 1, and the goodwill connected with the use of and symbolized by the foregoing;
  - (b) the domain names and social media accounts (including handles and hashtags) listed on Annex 2 hereto, and registrations pertaining thereto; and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;
  - (c) all rights of any kind whatsoever of Assignor accruing under any and all of the foregoing pursuant to the laws of any jurisdiction throughout the world; and
  - (d) all claims, causes or rights of action and all other Proprietary Rights of Assignor, in any jurisdiction throughout the world, whether accruing before, on, or after the Effective Time, including without limitation (A) the right to collect royalties, fees, income and other proceeds or payments in connection with the Assigned IP; (B) the right (but not the obligation) to sue and recover and retain costs, attorneys’ fees, profits, penalties, damages, and other amounts for future, present or past infringement, misappropriation, dilution, or other violation of the Assigned IP and to fully and entirely stand in the place of Assignor in all matters related thereto, including the right to claim, retain and recover any damages, lost profits and any other remedy in respect to the aforesaid; (C) the right to prosecute, maintain and

defend the Assigned IP before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to the Assigned IP; and (D) the right, if any, to claim priority based on the filing dates of any of the Assigned IP; together with all other rights, privileges and protections of any kind that, now or hereafter, may be secured under the laws of any jurisdiction for any of the rights referred to in the foregoing clauses (A) through (D).

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, Register of Copyrights and Director of the U.S. Copyright Office, and applicable domain name registrars and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor shall execute and deliver such additional documents and take such further actions as Assignee and its successors, assigns and legal representatives may request, 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 Assignee, or any assignee or successor thereto.
3. Terms of the Restructuring Agreement. The Parties acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Restructuring Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Restructuring 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 Restructuring Agreement and the terms hereof, the terms of the Restructuring Agreement shall govern.
4. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by .pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.
5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
6. Governing Law. This Intellectual Property Assignment, and all claims or causes of actions (whether at law, in contract or in tort) that may be based upon, arise out of or are related to this Intellectual Property Assignment or the negotiation, execution, enforcement, delivery or performance (or failure thereof) of this Intellectual Property Assignment, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of laws principles (whether of the

State of Delaware or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Delaware).

7. Amendment and Modification. This Intellectual Property Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

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

**MCM CPAs & ADVISORS LLP**




DocuSigned by:  
By: GRANVILLE BRADLEY SMITH  
Name: Granville Bradley Smith  
Title: Managing Partner

**MCM ADVISORS LLC**

DocuSigned by:  
By: GRANVILLE BRADLEY SMITH  
Name: Granville Bradley Smith  
Title: Chief Executive Officer

Annex 1

ASSIGNED TRADEMARK REGISTRATIONS AND REGISTRATION APPLICATIONS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services	Status
	MCM CPAs & Advisors LLP	87913349	May 9, 2018	5803349	Jul 16, 2019	IC 035: accounting services; business consultation services; business consulting services in the field of information assurance; tax preparation and tax filing services IC 036: business valuation services	Section 8 & 15 due by July 16, 2025
	MCM CPAs & Advisors LLP	87913300	May 9, 2018	5921810	Nov 26, 2019	IC 035: accounting services; business consultation services; business consulting services in the field of information assurance; tax preparation and tax filing services IC 036: business valuation services.	Section 8 & 15 due by Nov 26, 2025
	MCM CPAs & Advisors LLP	86054370	Sept 3, 2013	4583107	Aug 12, 2014	IC 035: Accounting services; business consultation services; business consulting services in the field of information assurance; tax preparation and tax filing services; and business valuation services.	Renewal due by Aug 12, 2024

**Annex 2**

**ASSIGNED DOMAIN NAMES**

<b>Domain Name</b>	<b>Registration Date</b>	<b>Expiration Date</b>	<b>Registrar</b>	<b>Owner</b>
mountjoychiltonmedley.com	08/06/2009	08/06/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
cpalouisville.com	10/22/2013	10/31/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
joinmcmcpa.com	08/16/2010	08/16/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
kentuckycpafirm.com	11/01/2013	10/31/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
lexingtoncpafirm.com	10/29/2013	10/31/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
mcmcpa.net	07/15/2009	07/14/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
mcmcpas.com	07/15/2009	07/14/2024	GoDaddy.com, LLC	Domains By Proxy, LLC
mcminfo.net	04/22/2011	04/22/2025	GoDaddy.com, LLC	Domains By Proxy, LLC
mcm.cpa		11/05/2023		
mcmadvisors.cpa		11/06/2023		
kbparrish.cpa		11/06/2023		
mcmcpa.cpa		11/06/2023		
mcmloouisville.cpa		11/06/2023		
mcmlexington.cpa		11/06/2023		
mcmindianapolis.cpa		11/17/2023		
mcmcincinnati.cpa		11/17/2023		
mcmkentucky.cpa		11/17/2023		
mcmohio.cpa		11/17/2023		
autodealers.cpa		11/17/2023		
banks.cpa		11/17/2023		
restaurants.cpa		11/17/2023		