

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBAF Certified Public Accountants, LLP		01/16/2021	Limited Liability Partnership: FLORIDA
RECEIVING PARTY DATA			
Name:	BDO USA, LLP		
Street Address:	330 N. Wabash		
Internal Address:	Suite 3200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6250887	MBAF MORRISON BROWN ARGIZ & FARRA, LLC C	
Registration Number:	6249408	MBAF CERTIFIED PUBLIC ACCOUNTANTS AND AD	
Registration Number:	1919716	DRIVING PROFITS	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	19497576001		
Email:	sbro@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	18565 Jamboree Rd., Suite 250		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	093939-0675		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	09/20/2023		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is dated as of December 30, 2020 (the "Closing Date") and effective as of January 16, 2021 (the "Go-Live Date") and is between **MBAF Certified Public Accountants, LLP**, a Florida limited liability partnership (the "Assignor") and **BDO USA, LLP**, a Delaware limited liability partnership (the "Assignee").

RECITALS

A. The Assignor is the owner of the trademarks included within the Acquired Assets (as defined in the Purchase Agreement), including the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain First Supplemental Agreement dated as of the Closing Date by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks on the Go-Live Date.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. As of the Go-Live Date, the Assignor shall irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. As of the Go-Live Date, the Assignor shall request the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. As of the Go-

Live Date, the Assignor shall further request the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (PDF) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the Closing Date.

ASSIGNOR:

ASSIGNEE:

MBAF CERTIFIED PUBLIC ACCOUNTANTS, LLP

BDO USA, LLP

By: 
Name: Antonio L. Argiz
Its: Chairman and Chief Executive Officer

By: _____
Name: Stephen R. Ferrara
Its: Chief Operating Officer

Address for Notices:
MBAF Certified Public Accountants, LLP
1450 Brickell Avenue
18th Floor
Miami, FL 33131
Attn: Antonio L. Argiz, MBAF Representative

Address for Notices:
BDO USA, LLP
330 N. Wabash
Suite 3200
Chicago, IL 60611
Attn: Stephen R. Ferrara

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the Closing Date.

ASSIGNOR:

ASSIGNEE:

MBAF CERTIFIED PUBLIC ACCOUNTANTS, LLP

BDO USA, LLP

By: _____

Name: Antonio L. Argiz

Its: Chairman and Chief Executive Officer

Address for Notices:

MBAF Certified Public Accountants, LLP

1450 Brickell Avenue

18th Floor

Miami, FL 33131

Attn: Antonio L. Argiz, MBAF Representative

By: Stephen R. Ferrara

Name: Stephen R. Ferrara

Its: Chief Operating Officer

Address for Notices:

BDO USA, LLP

330 N. Wabash

Suite 3200

Chicago, IL 60611



Attn: Stephen R. Ferrara

TRADEMARK

REEL: 008205 FRAME: 0500

SCHEDULE A

U.S. FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

Trademark	Registration/ Application No.	Owner
MBAF CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS (and Design) 	App. No. 90003943 Published	MBAF Certified Public Accountants, LLP
MBAF MORRISON BROWN ARGIZ & FARRA, LLC CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS (and Design) 	App. No. 90019932 Published	MBAF Certified Public Accountants, LLP
DRIVING PROFITS	Reg. No. 1919716 App. No. 74592246 Registered	Morrison, Brown, Argiz & Farra, LLC

COMMON LAW TRADEMARKS

MBAF

MBAF CERTIFIED PUBLIC ACCOUNTANTS

MBAF CERTIFIED PUBLIC ACCOUNTANTS, LLP

MBAF-COLORADO CPA

MBAF-COLORADO CPA. LLC

MBAF CPA'S

MBAF CPA'S, LLC

MBAF- MARYLAND CPA

MBAF-MARYLAND CPA, LLC

MORRISON, BROWN, ARGIZ & FARRA

MORRISON, BROWN, ARGIZ & FARRA, LLC

SOLUTIONS@MBAF

SOLUTIONS@MBAF, LLC

SOLUTIONS@MBAF, INC.

WHITEOWL