

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company		09/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Norwest Capital Group LP		
Street Address:	80 South Eighth Street		
Internal Address:	Suite 3600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2687399	NEP	
Registration Number:	5100458	NMP	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	40238-9		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	10/09/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of September 30, 2023 (the “**Effective Date**”), by and between Wells Fargo & Company, a Delaware corporation (“**Assignor**”), and Norwest Capital Group LP (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, prior to the Effective Date, Assignor and Assignee were Affiliates of each other;

WHEREAS, pursuant to the Separation Agreement, dated July 18, 2023, among Assignor, Assignee and other parties thereto (the “**Separation Agreement**”), Assignee is no longer an Affiliate of Assignor;

WHEREAS, this Agreement is an “Ancillary Agreement” (as defined in the Separation Agreement) within the meaning of the Separation Agreement;

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade names and domain names consisting of or containing “NEP” and/or “NMP”, including without limitation U.S. Reg. Nos. 2687399 and 5100458 (the “**Assigned Marks**”); and

WHEREAS, Assignee desires to obtain an assignment from Assignor and Assignor wishes to assign to Assignee all right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Section 1. Assignment.

1.1 Conveyance. Assignor, on behalf of itself and its Affiliates, does hereby sell, convey, assign and transfer to Assignee all of Assignor's and its Affiliates' right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

1.2 Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's

entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

1.3 Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation, and complete any domain name registry transfers) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein.

Section 2. Miscellaneous.

2.1 Amendment and Waivers.

(a) This Agreement may not be amended except by an agreement in writing signed by both Parties.

(b) Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party entitled to the benefit thereof and any such waiver shall be validly and sufficiently given for the purposes of this Agreement if it is in writing signed by an authorized representative of such Party. No delay or failure in exercising any right, power or remedy hereunder shall affect or operate as a waiver thereof; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that either Party would otherwise have.

2.2 Entire Agreement. This Agreement and the Separation Agreement constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements, commitments, writings, courses of dealing and understandings with respect to the subject matter hereof.

2.3 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five (5) Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, (c) when delivered, if delivered personally to the intended recipient, and (d) one (1) Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a Party at the following address for such Party:

(a) If to Assignor:

Wells Fargo & Company
800 Walnut St.
Des Moines, IA 50309

MAC: F0001-010A
Attention: Ashley Fuhrmeister, Legal Department
Email: ashley.fuhrmeister@wellsfargo.com and
malegal@wellsfargo.com

(b) If to Assignee:

Norwest Capital Group LP
80 South Eighth Street
Suite 3600 IDS Center
Minneapolis, MN 55402
Attention: Brian Allingham and Charles P. Moorse
Email: ballingham@nep.com andcmoorse@nep.com

2.4 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Execution and delivery of this Agreement or any other documents pursuant to this Agreement by facsimile, .pdf or other electronic means shall be deemed to be, and shall have the same legal effect as, execution by an original signature and delivery in person.

2.5 Severability. If any term or other provision of this Agreement is determined by a non-appealable decision by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the court, administrative agency or arbitrator shall interpret this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible. If any sentence in this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.

2.6 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive Laws of the State of New York, without regard to any conflicts of law provisions thereof that would result in the application of the Laws of any other jurisdiction.

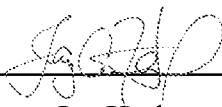
2.7 Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have relied upon their own knowledge and judgment. The Parties have had access to independent legal advice, have conducted such investigations they thought appropriate, and have consulted with such other independent advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by

the other Party, or such other Party's employees or representatives, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in the Separation Agreement.

2.8 Title and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers as of the date first set forth above.

WELLS FARGO & COMPANY

By:  _____
Name: Jay Hesby
Title: Senior Vice President

NORWEST CAPITAL GROUP LP

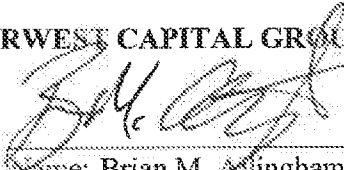
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers as of the date first set forth above.

WELLS FARGO & COMPANY

By: _____
Name:
Title:

NORWEST CAPITAL GROUP LP

By:  _____
Name: Brian M. Stingham
Title: Authorized Signatory

Signature Page to Trademark Assignment Agreement