TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM849354

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	07/19/2019	
RESUBMIT DOCUMENT ID:	900797530	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company		06/24/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Principal Financial Services, Inc.		
Street Address:	711 High Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50392		
Entity Type:	Corporation: IOWA		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark			
Registration Number:	4251764	DYNAMIC PENSION GLIDEPATH			
Registration Number:	5519912	OUTCOME OPTIMIZER			
Registration Number:	4938428	TARGET MY RETIREMENT			
Registration Number:	4076859	WYSTAR			
Registration Number:	5459202	WYSTAR FYI			
Registration Number:	2890445	WYSTAR GLOBAL RETIREMENT SOLUTIONS			
Registration Number:	3877102	DESTINATION			
Registration Number:	2498179	DESTINATION			

CORRESPONDENCE DATA

Fax Number:

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.

Email: pto@nealmcdevitt.com

Correspondent Name: Richard B. Biagi
Address Line 1: 1776 Ash Street

Address Line 4: Northifield, ILLINOIS 60093

ATTORNEY DOCKET NUMBER: 44236-011

NAME OF SUBMITTER:	Audra Kemp
SIGNATURE:	/audra kemp/
DATE SIGNED:	10/27/2023
Total Attachments: 7 source=Notice#page1.tif source=CoverSheet#page1.tif	

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM836447

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	07/19/2019	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company		06/24/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Principal Financial Services, Inc.		
Street Address:	711 High Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50392		
Entity Type:	Corporation: IOWA		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark			
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Registration Number:	4076859	WYSTAR			
Registration Number:	5459202	WYSTAR FYI			
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pto@nealmcdevitt.com Email:

Correspondent Name: Richard B. Biagi Address Line 1: 1776 Ash Street

Address Line 4: Northifield, ILLINOIS 60093

ATTORNEY DOCKET NUMBER:	44236-011
NAME OF SUBMITTER:	Audra Kemp

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of June 24, 2022 and effective as of July 19, 2019 (the "<u>Assignment Date</u>"), is executed by and between Wells Fargo & Company ("<u>Assignor</u>") and Principal Financial Services, Inc. ("<u>Assignee</u>").

WHEREAS, pursuant to that certain Purchase Agreement, dated as of April 9, 2019 (as amended, the "Purchase Agreement"), by and among Wells Fargo Bank, N.A. ("Seller"), Assignee, and, solely for purposes of Sections 5.8(a), (b) & (d) and 5.20 therein, Wells Fargo & Company, Seller has agreed to (i) sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Seller, all of Seller's right, title and interest in the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, and (ii) assign and transfer, and Assignee has agreed to assume and to satisfy and discharge when due, all of the Assumed Liabilities;

WHEREAS, pursuant to that certain Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale"), dated as of the Effective Time, by and between Seller and Assignee, Seller sold, conveyed, assigned, transferred and delivered to Assignee, and Assignee purchased, acquired and accepted from Assignor, all of Seller's right, title and interest in certain Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, effective as of the Effective Time and in accordance with the terms of the Purchase Agreement;

WHEREAS, the Purchased Assets included the Trademarks set forth on <u>Annex A</u> attached hereto (the "<u>Transferred Trademarks</u>");

WHEREAS, in accordance with the terms of the Purchase Agreement and the Bill of Sale, Assignor and Assignee desire to memorialize Assignor's sale, conveyance, assignment, transfer and delivery to Assignee, and Assignee's purchase, acquisition and acceptance from Assignor, of all of Assignor's right, title and interest in the Transferred Trademarks, effective as of the Assignment Date; and

WHEREAS, this Agreement is being delivered pursuant to $\underline{\text{Section } 2.7(b)(v)}$ and $\underline{\text{Section } 2.7(c)(iv)}$ of the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of mutual promises contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, hereby agree as follows:

1. <u>Assignment of Transferred Trademarks</u>. Effective as of the Assignment Date, in accordance with the terms of the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in the Transferred Trademarks, free and clear of all Encumbrances, other than Permitted Encumbrances.

- 2. <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement.
- 3. Relationship to the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations (including, for the avoidance of doubt, any representation or warranty) of any party under the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. The rights and obligations of any party set forth in the Purchase Agreement shall not be limited, altered, impaired, enhanced nor enlarged by this Agreement. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.
- 4. <u>Choice of Law</u>. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State (other than Section 5-1401 of the New York General Obligations Law).
- 5. <u>Miscellaneous</u>. Sections 10.2, 10.5, 10.7, 10.12, 10.15 and 10.18 of the Purchase Agreement are incorporated herein by reference *mutatis mutandis*.
- 6. Entire Agreement. This Agreement, the Purchase Agreement, the Seller Disclosure Letter, the Buyer Disclosure Letter and the Ancillary Agreements, all of which arise out of, and relate to, the same underlying transactions, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and communications, written or oral, between the parties hereof with respect to such subject matter.
- 7. Counterparts. This Agreement may be executed in separate counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon each of the parties hereto notwithstanding the fact that all parties hereto are not signatory to the original or the same counterpart. For purposes of this Agreement, pdf signatures shall be deemed originals.

[The remainder of this page has been intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto as of the day and year first written above.

WELLS FARGO & COMPANY

Nome: Joseph E

Name: Joseph F. Ready

Title: EVP, Head of Trust Services

PRINCIPAL FINANCIAL SERVICES, INC.

By:

Name: Jeffrey J Hicks

Title: Assistant General Counsel

[Signature Page to Intellectual Property Assignment Agreement]

<u>Annex A – Transferred Trademarks</u>

Mark	Jurisdiction	Reg. No.	Reg. Date	Owner
DYNAMIC PENSION GLIDE PATH	United States	4251764	11/27/2012	Wells Fargo & Company
OUTCOME OPTIMIZER	United States	5519912	7/17/2018	Wells Fargo & Company
TARGET MY RETIREMENT	United States	4938428	04/12/2016	Wells Fargo & Company
WYSTAR	United States	4076859	12/27/2011	Wells Fargo & Company
WYSTAR FYI	United States	5459202	05/01/2018	Wells Fargo & Company
WYSTAR GLOBAL RETIREMENT SOLUTIONS	United States	2890445	09/28/2004	Wells Fargo & Company
DESTINATION	United States	3877102	11/16/2010	Wells Fargo & Company
DESTINATION	United States	2498179	10/16/2001	Wells Fargo & Company

RECORDED: 09/01/2023