

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869162

<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>
Putnam Investments, LLC		12/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Putnam U.S. Holdings I, LLC		
<b>Street Address:</b>	100 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88222847	37 CAPITAL	
<b>Serial Number:</b>	88225113	37 CAPITAL	
<b>Serial Number:</b>	87662957	BLUESCALE	
<b>Serial Number:</b>	87662969	BLUESCALE CAPITAL	
<b>Serial Number:</b>	85089176	PERFORMANCE IN MOTION	
<b>Serial Number:</b>	85281151	PUTNAM	
<b>Serial Number:</b>	85281157	PUTNAM INVESTMENTS	
<b>Serial Number:</b>	87662600	SELIGO	
<b>Serial Number:</b>	87662641	SELIGO	
<b>Serial Number:</b>	87662624	SELIGO CAPITAL	
<b>Serial Number:</b>	97024579	THRIVING PEOPLE	
<b>Serial Number:</b>	97024603	THRIVING PLANET	
<b>Serial Number:</b>	97024547	THRIVING PUBLIC	
<b>Serial Number:</b>	98228096	PLANVISUALIZER	
<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>			

OP \$365.00 88222847

**Phone:** 312-953-0412  
**Email:** jleahey@cm.law  
**Correspondent Name:** Jordan Arnot Leahey  
**Address Line 1:** 13101 Preston Road, Ste 110-1520  
**Address Line 4:** Dallas, TEXAS 75240

**NAME OF SUBMITTER:** Jordan Arnot Leahey

**SIGNATURE:** /jordanarnotleahey/

**DATE SIGNED:** 01/18/2024

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered into as of December 31, 2023, by and between Putnam Investments, LLC, a Delaware limited liability company, located at 100 Federal Street Boston, MA 02110 (“Assignor”), in favor of Putnam U.S. Holdings I, LLC, a Delaware limited liability company, located at 100 Federal Street Boston, MA 02110 (“Assignee”). Each of Assignor and Assignee shall be referred to as a “Party” and, collectively, the “Parties”.

WHEREAS, pursuant to that certain Equity Purchase Agreement, dated as of May 31, 2023 by and between Great-West Lifeco Inc., a Canadian corporation (“Seller”), Franklin Resources, Inc., a Delaware corporation (“Parent”), and Templeton Worldwide, Inc., a Delaware corporation and an indirect subsidiary of Parent (“Purchaser”) (the “Equity Purchase Agreement”), Seller agreed to cause Putnam Acquisition Financing LLC, a Delaware limited liability company, to sell, convey, transfer, deliver and otherwise assign 100% of the equity interests of Assignee to Purchaser on the date hereof; and

WHEREAS, pursuant to that certain Contribution and Assumption Agreement, dated as of December 31, 2023, by and between Assignee and Assignor, among others, (the “Contribution and Assumption Agreement”), Assignor has contributed, conveyed, transferred, assigned and delivered all of Assignor’s right, title, and interest in and to, among other assets, certain intellectual property of Assignor to Assignee, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

- (a) the trademark registrations and any trademark applications set forth on Schedule A hereto (the “Assigned Trademarks”);
- (b) all rights to sue or otherwise recover for past, present and future infringement, misappropriation, dilution or other violations of any of the foregoing;
- (c) all rights to collect any royalties, fees or other payments due or payable with respect to the foregoing;
- (d) all rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing;
- (e) all rights of priority arising from any of the foregoing;
- (f) all goodwill connected with the foregoing or symbolized by the foregoing;

and

(g) all other right, title and interest in and to the foregoing.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

3. Further Assurances. From time to time after the date of this Agreement, each Party shall, and shall cause its Affiliates to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Party and necessary for the other Party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated hereby.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts (including by email or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

5. Governing Law; Consent to Jurisdiction.

(a) This Trademark Assignment shall be governed and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law principles.

(b) Each Party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Trademark Assignment or the transactions contemplated hereby exclusively in the Court of Chancery of the State of Delaware, or, solely to the extent such court declines subject-matter jurisdiction, the United States District Court for the District of Delaware (the "Chosen Courts"), and, solely in connection with claims arising out of or related to this Trademark Assignment or the transactions that are the subject of this Trademark Assignment, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 3.7 of the Contribution and Assignment Agreement.

6. Miscellaneous. This Trademark Assignment, together with the Contribution and Assumption Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Trademark Assignment is entered into pursuant to the terms of the Contribution and Assumption Agreement. In the event of any conflict between this Trademark Assignment and the Contribution and Assumption Agreement, the Contribution and Assumption Agreement shall control. The Parties agree that any and all representations and warranties relating to the Assigned Trademarks are set forth in the Equity Purchase Agreement, and no

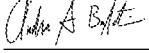
additional representations or warranties, express or implied, are given in this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed or caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

**Putnam Investments, LLC**

By: 

Name: Andra S. Bolotin

Title: Executive Vice President and Chief  
Financial Officer

ASSIGNEE:

**Putnam U.S. Holdings I, LLC**

By: \_\_\_\_\_

Name: Stephen J. Tate

Title: Secretary

*[Signature Page to Trademark Assignment Agreement]*



**SCHEDULE A***Trademarks*

MARK	FILED	REGISTERED	COUNTRY	APPLICATION	REGISTRATION	RECORD OWNER
37 CAPITAL	10-Dec-2018	01-Oct-2019	UNITED STATES	88/222,847	5,871,650	Putnam Investments, LLC
37 CAPITAL Logo	11-Dec-2018	30-Jul-2019	UNITED STATES	88/225,113	5,819,313	Putnam Investments, LLC
BAI-NENG TOU-ZI (PUTNAM INVESTMENTS - CHINESE CHARACTERS)	11-Mar-2008	21-Apr-2010	CHINA	6589943	6589943	Putnam Investments, LLC
BLUESCALE	27-Oct-2017	19-Jun-2018	UNITED STATES	87/662,957	5,496,502	Putnam Investments, LLC
BLUESCALE CAPITAL	27-Oct-2017	19-Jun-2018	UNITED STATES	87/662,969	5,496,503	Putnam Investments, LLC
PERFORMANCE IN MOTION	21-Jul-2010	14-Feb-2012	UNITED STATES	85/089,176	4,097,812	Putnam Investments, LLC
PUTNAM	30-Mar-2011	15-Jan-2013	UNITED STATES	85/281,151	4,276,379	Putnam Investments, LLC
PUTNAM INVESTMENTS	16-Feb-2011	21-Feb-2012	CHINA	9124232	9124232	Putnam Investments, LLC
PUTNAM INVESTMENTS	30-Mar-2011	15-Jan-2013	UNITED STATES	85/281,157	4,276,380	Putnam Investments, LLC
SELIGO	27-Oct-2017	19-Jun-2018	UNITED STATES	87/662,600	5,496,492	Putnam Investments, LLC
SELIGO AND DESIGN	27-Oct-2017	19-Jun-2018	UNITED STATES	87/662,641	5,496,494	Putnam Investments, LLC
SELIGO CAPITAL	27-Oct-2017	24-Jul-2018	UNITED STATES	87/662,624	5,526,374	Putnam Investments, LLC
THRIVING PEOPLE	13-Sep-2021	10-Jan-2023	UNITED STATES	97/024,579	6,946,175	Putnam Investments, LLC
THRIVING PLANET	13-Sep-2021	10-Jan-2023	UNITED STATES	97/024,603	6,946,176	Putnam Investments, LLC
THRIVING PUBLIC	13-Sep-2021	10-Jan-2023	UNITED STATES	97/024,547	6,946,174	Putnam Investments, LLC
PLANVISUALIZER	17-Oct-2023		UNITED STATES	98/228,096		Putnam Investments, LLC