

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM182389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Align Mint, LLC		02/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Align Balance, LLC		
Street Address:	175 West Jackson Blvd., Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6579144	ALIGN INCOME SHARE FUNDING	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	(415)954-0200		
Email:	IP-squiretm@squirepb.com		
Correspondent Name:	Philip R. Zender		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	555 California Street, Suite 550		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	118974.00370		
NAME OF SUBMITTER:	MARJORIE JOST		
SIGNATURE:	MARJORIE JOST		
DATE SIGNED:	03/08/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered into as of February 28, 2024, by and between Align Mint, LLC, a Delaware limited liability company (“Assignor”), and Align Balance, LLC (formerly known as Align Income Share Funding LLC), a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee is sometimes referred to individually in this Agreement as a “Party” and collectively they are sometimes referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Assignor is the owner of the trademark ALIGN INCOME SHARE FUNDING used in connection with various services (including but not limited to financing services, investment funding services, providing income share agreements, and developing and managing income share agreement funds) and U.S. Trademark Registration No. 6,579,144 for such trademark, together with the goodwill of the businesses associated therewith (collectively, the “Marks”);

WHEREAS, as of the Distribution Date (as defined below), the Assignor is the sole stockholder of Cumulus Funding, Inc., a Delaware corporation (“Cumulus”) and Cumulus is the sole member of Assignee;

WHEREAS, pursuant to the terms of that certain Distribution Agreement dated as of February 28, 2024 (the “Distribution Date”) by and among the Assignor and Cumulus (the “Distribution Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, 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 from the Assignor.

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

1. The Assignor does hereby 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. The Assignor hereby requests 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. The Assignor hereby further requests the

Commissioner and his or her non-U.S. 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. 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 the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. Upon reasonable request by the Assignee, the Assignor and its legal representatives and assigns do hereby covenant that Assignor will communicate to Assignee (or to its successors, assigns or nominees) all known facts respecting the Marks, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Marks, to obtain and enforce proper protection for the Marks in any and all countries, and record or memorialize the assignment of the Marks set forth herein or to otherwise effect the terms of this Trademark Assignment in a manner reasonably necessary to convey title as required by the Distribution Agreement.

5. This Trademark Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

6. This Trademark Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

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. Nothing in this Trademark Assignment, express or implied, is intended to confer any right or remedy under or by reason of this Trademark Assignment on any person other than the Parties and their respective representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third parties to any Party, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

ASSIGNOR:

ALIGN MINT, LLC

By: Sean Rahilly
Sean Rahilly (Mar 1, 2024 13:45 CST)
Name: Sean Rahilly
Title: Secretary

ASSIGNEE:

ALIGN BALANCE, LLC

By: SC
Name: Steven Cunningham
Title: Treasurer