

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Analysts, Inc.		06/01/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Lincoln Investment Planning, Inc.		
Street Address:	218 Glenside Avenue		
City:	Wyncote		
State/Country:	PENNSYLVANIA		
Postal Code:	19095		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85086207		
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-568-3100		
Email:	trademarks@woodcock.com		
Correspondent Name:	Nancy Rubner Frandsen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		
ATTORNEY DOCKET NUMBER:	LINC-0042		
NAME OF SUBMITTER:	Judy Dale-Trademark Paralegal		
Signature:	/Judy Dale/		

Date:

01/18/2013

Total Attachments: 3

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Balance as account number 1430062 and all furniture and equipment at the Seller's premises in Conshohocken, Pennsylvania;

- (e) The Leases;
- (f) The Assumed Contracts identified on Schedule 4.14;
- (g) Those other assets listed on the Seller Trial Balance not otherwise included as Assets herein and designated as "Buyer" on the Seller Trial Balance;
- (h) Seller's Intellectual Property, including without limitation those items listed in Schedule 4.13, and specifically including without limitation all names, trademarks, and brands used in the Business such as "Capital Analysts", "Succession Navigator", and "CAAMS", and any derivatives thereof, or any substantially similar names; but excluding any Intellectual Property listed as Excluded Assets;
- (i) Books and Records other than those which are specifically identified as Excluded Assets;
- (j) Licenses to the extent transferable, listed in Schedule 4.8; and
- (k) All goodwill, telephone numbers, and other intangible assets associated with the Business.

"Assignment Notices", "First Assignment Notices" and "Second Assignment Notices" have the meanings set forth in Section 5.1(e).

"Assumed Deferred Revenue Trial Balance Items" has the meaning set forth in Section 2.6.

"Assumed Liabilities" has the meaning given it in Section 2.6 of this Agreement.

"Block Transfer Notices" has the meaning set forth in Section 5.1(e).

"Books and Records" has the meaning set forth in Section 4.4.

"Business" means the business of the Seller being a retail broker/dealer, registered investment advisor, and securities futures merchant company principally involved in the sale of mutual funds, annuities, general securities and certain limited approval securities and security futures products offerings including untradeable Real Estate Investment Trusts (REITs), public and private direct participation offerings, and managed futures; life insurance; and investment advisory and financial planning services, all through its association with independent registered Financial Advisors.

"CAAMS Adjustment" has the meaning set forth in Section 2.4(b).

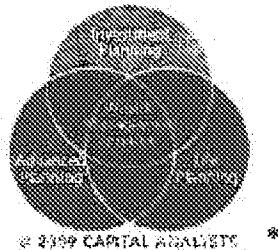
Schedule 4.13

Intellectual Property

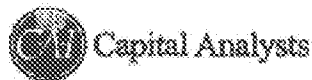
Name: Common law rights to use "Capital Analysts," "Capital Analysts Asset Management Services," and "CAAMS"

Websites: <http://www.capitalanalysts.com/>

Logos:



*Seller is currently pursuing registration of this mark with the USPTO. MasterCard filed an Opposition to the registration and Seller is currently in settlement talks with MasterCard to permit the registration.



All of Seller's right, title and interest in and to the following:

- (i) All software licenses identified on Schedule 4.14 to this Agreement.
- (ii) The Advisor Portal and the model it is based on.
- (iii) Wealth Manager Access.
- (iv) Succession Navigator (Seller has perpetual license that it may only use with Advisors).
- (v) Seminar materials in connection with "Lifetime Wealth Management: Retirement Essentials and Beyond."

"Treasury Regulations" means the regulations promulgated by the U.S. Treasury Department pursuant to the Code.

Article 2 Purchase and Sale of the Assets; Purchaser Price; Other Payments.

2.1 Purchase of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell, assign, transfer and deliver the Assets to Buyer, and Buyer shall purchase, acquire and accept the Assets from Seller, free and clear of any and all Encumbrances, other than Permitted Encumbrances. Seller shall not sell, and Buyer shall not purchase, the Excluded Assets. At the Closing, the Seller shall deliver or caused to be delivered to Buyer such bills of sale, assignment, and other instruments necessary to fully transfer the Assets to Buyer. The bill of sale shall be in substantially the form as Exhibit 6.8(a) hereto.