

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498157

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | CORRECTIVE ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Corrective Assignment to correct the entity information previously recorded on Reel 006072 Frame 0839. Assignor(s) hereby confirms the 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>    |
| OPTIONSXPRESS HOLDINGS, INC.  |  | 05/01/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | ALPHARETTA INVESTMENTS, L.P.   |                       |                       |
| <b>Street Address:</b>  | 13221 BRIDGEPORT CROSSING  |                       |                       |
| <b>City:</b>  | LAKEWOOD RANCH   |                       |                       |
| <b>State/Country:</b>   | FLORIDA  |                       |                       |
| <b>Postal Code:</b>   | 34211  |                       |                       |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3221469  | OPTIONETICS           |                       |
| <b>Registration Number:</b>   | 2330812  | OPTIONETICS           |                       |
| <b>Registration Number:</b>   | 3093182  | OPTIONETICS PLATINUM  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 9712794549   |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 5039941650   |                       |                       |
| <b>Email:</b>   | chelsea@kolitchromano.com  |                       |                       |
| <b>Correspondent Name:</b>  | Shawn J. KOLITCH   |                       |                       |
| <b>Address Line 1:</b>  | 520 SW Yamhill St., Suite 200  |                       |                       |
| <b>Address Line 4:</b>  | Portland, OREGON 97204   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Shawn J. KOLITCH   |                       |                       |
| <b>SIGNATURE:</b>   | /Shawn J. KOLITCH/   |                       |                       |
| <b>DATE SIGNED:</b>   | 11/14/2018   |                       |                       |
| <b>Total Attachments: 7</b>   |  |                       |                       |
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source=20170530\_Recorded\_Trademark\_Assignment\_incorrect\_entity\_\_TOM405\_TOM406\_TOM407#page4.tif  
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source=20181101\_EXECUTED\_Trademark\_Assignment\_for\_Filing\_TOM405\_TOM406\_TOM407#page3.tif

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429282

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| optionsXpress Holdings, Inc.  |  | 05/01/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Alpharetta Investments, L.P.                       |                       |                       |
| <b>Street Address:</b>  | 13221 Bridgeport Crossing                          |                       |                       |
| <b>City:</b>  | Lakewood Ranch                                     |                       |                       |
| <b>State/Country:</b>   | FLORIDA  |                       |                       |
| <b>Postal Code:</b>   | 34211  |                       |                       |
| <b>Entity Type:</b>   | Limited Partnership: FLORIDA                       |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3221469  | OPTIONETICS           |                       |
| <b>Registration Number:</b>   | 2330812  | OPTIONETICS           |                       |
| <b>Registration Number:</b>   | 3093182  | OPTIONETICS PLATINUM  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 4155911400   |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 415-591-1000                                       |                       |                       |
| <b>Email:</b>   | trademarksSF@winston.com                           |                       |                       |
| <b>Correspondent Name:</b>  | Winston & Strawn LLP, Laura M. Franco              |                       |                       |
| <b>Address Line 1:</b>  | 101 California Street                              |                       |                       |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94111                    |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 251212.00001                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Laura M. Franco                                    |                       |                       |
| <b>SIGNATURE:</b>   | /Laura M. Franco/                                  |                       |                       |
| <b>DATE SIGNED:</b>   | 05/30/2017   |                       |                       |
| <b>Total Attachments: 3</b>   |  |                       |                       |
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| source=optionsXpress-Alpharetta-Assignment#page2.tif  |  |                       |                       |
| source=optionsXpress-Alpharetta-Assignment#page3.tif  |  |                       |                       |

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), made effective as of May 1, 2017 (the "Effective Date"), is by and between optionsXpress Holdings, Inc., a Delaware corporation with an address of 311 W. Monroe Street, Chicago, IL 60606 ("Assignor"), and Alpharetta Investments, L.P., a Florida limited partnership with an address of 13221 Bridgeport Crossing, Lakewood Ranch, Florida 34211 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark applications and registrations identified on Schedule A to this Agreement, and all goodwill associated therewith (the "Trademarks");

WHEREAS, Lanai Partners, LLC, on the one hand, and TomsTradingRoom, LLC and Thomas Gentile, on the other hand, are parties to that certain Membership Interest Purchase Agreement dated as of May 1, 2017 (the "Purchase Agreement");

WHEREAS, Lanai Partners, LLC is a subsidiary of the Assignor and Assignee is the sole member of TomsTradingRoom, LLC;

WHEREAS, in connection with the Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver the Trademarks to Assignee, and Assignee desires to acquire and accept the Trademarks;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, transfers, delivers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Trademarks (together with all goodwill symbolized thereby) and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights copyrights in the Trademarks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Trademarks and all income, royalties and damages hereafter due or payable with respect to the Trademarks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignor agrees that from time to time, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transfer contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the Trademarks in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its successors, assigns or affiliated parties may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor

shall cooperate therewith, at the Assignee's expense. The Assignor hereby grants to the Assignee and its successors and assigns, all rights necessary to record this Assignment or such documentation with the *United States Patent and Trademark Office* and any equivalent office or agency in any jurisdiction in the world.

3. General.

(a) Entire Agreement; Conflicting Provisions. Subject to the terms of the Purchase Agreement, this Assignment constitutes the final, complete and exclusive statement of the parties' agreement on the matters contained herein and supersedes all contemporaneous agreements, negotiations and understandings between the parties, both oral and written. If any terms of this Assignment conflict with the Purchase Agreement, the terms of the Purchase Agreement shall control.

(b) Successors. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.

(c) Counterparts. The parties may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission which includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

(d) Partial Invalidity. If any term, provision, covenant, or condition, or subpart thereof, in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all other provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and shall be construed in such a manner as gives full force and effect to the intent of the valid portions hereof.

(e) Governing Law. The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment and its schedules (whether arising in contract, tort, equity or otherwise).

Executed this 1<sup>st</sup> day of May, 2017.

OPTIONSPRESS HOLDINGS, INC.

By:

Name: Susan L. Stapleton

Title: Assistant Corporate Secretary

ALPHARETTA INVESTMENTS, L.P.

By:

Name: Thomas Gentile

Title: General Partner

TRADEMARK

REEL: 006082 FRAME: 0872

**SCHEDULE A**

**TRADEMARKS**

| <b>Mark</b>             | <b>Country</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Goods/Services</b>   |
|-------------------------|----------------|-----------------|------------------|---|
| OPTIONETICS             | US             | 3,221,469       | March 27, 2007   | Class 41: conducting educational seminars and providing course materials in connection therewith in the field of analysis and management of securities, investments and financial portfolios  |
| OPTIONETICS             | US             | 2,330,812       | March 21, 2000   | Class 16: educational services, namely, conducting courses, seminars in the fields of financial markets and real estate, and the dissemination of printed materials related thereto   |
| OPTIONETICS<br>PLATINUM | US             | 3,093,182       | May 16, 2006     | Class 42: providing temporary use of non-downloadable software for use by investors in trading and analysis of investments, finances and financial planning, via a global computer network, namely, software for analysis and management of securities and financial portfolios; providing temporary use of non-downloadable software for providing financial and investment information, financial and investment news |

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), made effective as of May 1, 2017 (the "Effective Date"), is by and between optionsXpress Holdings, Inc., a Delaware corporation with an address of 311 W. Monroe Street, Chicago, IL 60606 ("Assignor"), and Alpharetta Investments, L.P., a Delaware limited partnership with an address of 13221 Bridgeport Crossing, Lakewood Ranch, Florida 34211 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark applications and registrations identified on Schedule A to this Agreement, and all goodwill associated therewith (the "Trademarks");

WHEREAS, Lanai Partners, LLC, on the one hand, and TomsTradingRoom, LLC and Thomas Gentile, on the other hand, are parties to that certain Membership Interest Purchase Agreement dated as of May 1, 2017 (the "Purchase Agreement");

WHEREAS, Lanai Partners, LLC is a subsidiary of the Assignor and Assignee is the sole member of TomsTradingRoom, LLC;

WHEREAS, in connection with the Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver the Trademarks to Assignee, and Assignee desires to acquire and accept the Trademarks;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, transfers, delivers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Trademarks (together with all goodwill symbolized thereby) and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights copyrights in the Trademarks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Trademarks and all income, royalties and damages hereafter due or payable with respect to the Trademarks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignor agrees that from time to time, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transfer contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the Trademarks in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its successors, assigns or affiliated parties may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor

shall cooperate therewith, at the Assignee's expense. The Assignor hereby grants to the Assignee and its successors and assigns, all rights necessary to record this Assignment or such documentation with the *United States Patent and Trademark Office* and any equivalent office or agency in any jurisdiction in the world.

3. General.

(a) Entire Agreement; Conflicting Provisions. Subject to the terms of the Purchase Agreement, this Assignment constitutes the final, complete and exclusive statement of the parties' agreement on the matters contained herein and supersedes all contemporaneous agreements, negotiations and understandings between the parties, both oral and written. If any terms of this Assignment conflict with the Purchase Agreement, the terms of the Purchase Agreement shall control.

(b) Successors. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.

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(e) Governing Law. The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment and its schedules (whether arising in contract, tort, equity or otherwise).

Executed this 1<sup>st</sup> day of November, 2018.

OPTIONSPRESS HOLDINGS, INC.

By:   
Name: Susan L. Stapleton  
Title: Assistant Corporate Secretary

ALPHARETTA INVESTMENTS, L.P.

By:   
Name: Thomas Gentile  
Title: General Partner



**SCHEDULE A**

**TRADEMARKS**

| <b>Mark</b>             | <b>Country</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Goods/Services</b>   |
|-------------------------|----------------|-----------------|------------------|---|
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| OPTIONETICS<br>PLATINUM | US             | 3,093,182       | May 16, 2006     | Class 42: providing temporary use of non-downloadable software for use by investors in trading and analysis of investments, finances and financial planning, via a global computer network, namely, software for analysis and management of securities and financial portfolios; providing temporary use of non-downloadable software for providing financial and investment information, financial and investment news |