

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One Financial Investing, LLC		07/26/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ShareBuilder Advisors LLC		
Doing Business As:			
Street Address:	801 2nd Ave, Suite 1400		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3168638	SHAREBUILDER 401K	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(425) 213-9035		
Email:	stuartr@sb401k.com		
Correspondent Name:	Stuart Robertson		
Address Line 1:	801 2nd Ave, Suite 1400		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Stuart Robertson		
SIGNATURE:	/Stuart Robertson/		
DATE SIGNED:	07/29/2019		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made and entered into as of July 26, 2019, by and among **CAPITAL ONE FINANCIAL INVESTING, LLC**, a Delaware limited liability company ("Assignor") and **SHAREBUILDER ADVISORS LLC**, a Delaware limited liability company ("Assignee", and together with Assignor, the "Parties", and each a "Party"). All capitalized terms used in this Trademark Assignment but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Capital One Advisors, LLC ("COA"), an Affiliate (as defined in the Purchase Agreement) of Assignor, Assignee, and the Buyer Member (as defined in the Purchase Agreement) have entered into that certain Asset Purchase Agreement, dated as of January 25, 2019 (the "Purchase Agreement");

WHEREAS, Assignor is the sole owner of the trademarks set forth on Exhibit A (all marks identified on Exhibit A are collectively referred to herein as the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, COA has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all right, title and interest in and to the Acquired Assets, including but not limited to the Marks, and Assignee desires to acquire the Marks.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth in this Trademark Assignment and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned Trademarks. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, without any reservation of rights, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title, interest, and goodwill in and to the Marks for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks are used, along with all income, royalties, damages and payments with respect thereto (including damages and payments for infringements thereof and the right to sue and recover for infringements thereof).

2. Further Action. Assignor agrees to promptly execute and deliver at the request of Assignee, without demanding any further consideration, all papers, instruments and assignments, and to perform other reasonable acts Assignee may reasonably request in order to vest all right, title, and interest in and to the Marks over to Assignee, and to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor or can reasonably be obtained by Assignor.

3. Terms of Asset Purchase Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Recordation and Registration of Agreement. Assignee may record this Trademark Assignment with the United States Patent and Trademark Office or with any other national trademark office in any jurisdiction in which any Mark has been registered or applied for registration.

5. Notice. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) one (1) Business Day after being sent to the recipient by facsimile transmission if the sender on the same day sends a confirming copy of such notice by a reputable overnight courier service (charges prepaid) or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Buyer:

ShareBuilder Advisors LLC
800 Second Avenue
Suite 1400
Seattle, WA 98104
Attn: Stuart Robertson
stuartr@gmail.com

With a copy to:

Free Vector Law Group LLC
90 East Fieldview Circle
Bozeman, MT 59715
Attn: Daren Nitz
daren@freevectoradvisors.com
Fax: (866) 925-6979

If to Seller:

Capital One Advisors, LLC
1600 Capital One Drive
McLean, VA 22102
Attn: Charles Fendig
charles.fendig@capitalone.com

With a copy to:

Capital One Advisors, LLC
1600 Capital One Drive
McLean, VA 22102
Attn: Chief Counsel, Transactions
kathryn.hu@capitalone.com

and

With a copy to counsel (which shall not constitute notice):

Eversheds Sutherland (US) LLP
700 Sixth Street, NW
Suite 700

Washington, DC 20001-3980
Attn: Douglas Leary
dogleary@eversheds-
sutherland.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

6. Governing Law; Venue.

(a) THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

(b) Each Party to this Trademark Assignment (i) hereby agrees that, subject to compliance with Section 6(c), any litigation, proceeding or other legal action brought in connection with or relating to this Trademark Assignment or any matters contemplated hereby or thereby shall be brought exclusively in a court of competent jurisdiction location within Wilmington, Delaware, whether a state or federal court, and shall not be brought in any court or forum outside Wilmington, Delaware; (ii) hereby consents and submits to personal jurisdiction in connection with any such litigation, proceeding or action in any such court described in clause (i) of this subsection 6(b) and to service of process upon it in accordance with the rules and statutes governing service of process; (iii) hereby waives to the full extent permitted by Law any objection that it may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum; (iv) hereby agrees as an alternative method of service of process in such litigation, proceeding or action to the mailing of copies thereof to such Party at its address set forth in Section 5; (v) hereby agrees that any service made as provided herein shall be effective and binding service in every respect; and (vi) hereby agrees that nothing herein shall affect the rights of any Party to effect service of process in any other manner permitted by applicable Law.

(c) Any dispute which arises among Assignor and Assignee concerning any of the matters set forth in this Trademark Agreement and which are not otherwise resolved by negotiation among Assignor and Assignee shall be submitted to nonbinding, confidential mediation, which, unless otherwise agreed by Assignor and Assignee, shall not to exceed a full day mediation session (after which point such mediation may be ended by any party thereto, and any other remedy available under this Trademark Agreement may be pursued) in accordance with the Commercial Mediation Rules of the American Arbitration Association, which mediation shall be conducted in the State of Delaware, unless the parties to such mediation otherwise mutually agree in writing. Either Assignee, on the one hand, or Assignor, on the other hand, shall initiate the mediation process by notifying the other party or parties in writing of its intent to mediate a dispute. Assignor and Assignee will jointly

appoint a mutually acceptable mediator, seeking assistance in such regard if they are unable to agree upon such appointment. If the parties to such mediation are unable to reach agreement as to the appointment of a mediator within thirty (30) days of the date of the notice of intent to mediate, each such party shall appoint a mediator from a list of at least seven (7) potential mediators provided by the American Arbitration Association. The two mediators shall then appoint the third and final mediator from the remaining mediators on the list provided by the American Arbitration Association. Assignor and Assignee agree to participate in good faith in the mediation and the negotiations related thereto and further agree that the mediation and all negotiations related thereto shall remain confidential. The parties to any such mediation agree to share equally in the costs of the mediation. This subsection 6(c) will not apply if the expiration of the statute of limitations for a cause of action is imminent.

7. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS TRADEMARK ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT: (A) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (B) MAKES THIS WAIVER VOLUNTARILY; (C) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (D) HAS BEEN INDUCED TO ENTER INTO THIS TRADEMARK ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER IN THIS SECTION 7.

8. No Third-Party Beneficiaries. This Trademark Assignment shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns and shall be binding upon Assignor and Assignee, their respective successors, assigns, and other legal representatives.

9. Entire Agreement; Amendment; Waiver. This Trademark Assignment (including Exhibit A hereto), the Purchase Agreement and the Ancillary Agreements contain the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any provision of this Trademark Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed (i) in the case of an amendment, by Assignor and Assignee and (ii) in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other

right, power or privilege.

10. Construction. Each of Assignor and Assignee acknowledges that it has participated in the drafting of this Trademark Assignment, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Trademark Assignment.

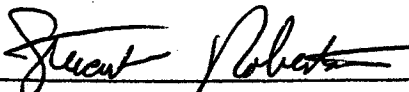
11. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment on the date first above written.

ASSIGNEE:

SHAREBUILDER ADVISORS LLC

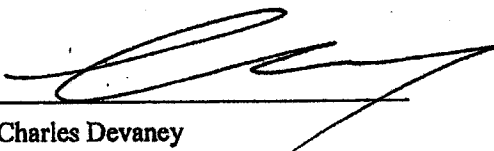
By: 

Name: Stuart Robertson

Title: Chief Executive Officer

ASSIGNOR:

CAPITAL ONE FINANCIAL INVESTING,
LLC

By: 

Name: Charles Devaney

Title: Manager

[Signature Page to Trademark Assignment]

**EXHIBIT A
MARKS**

1. The name "ShareBuilder 401k" is registered as a service mark with the U.S. Patent and Trademark Office under Registration No. 3168638. Date of registration is November 7, 2006. Assignor is the owner of the mark. The registration is active.