

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foresters Financial Services, Inc.	FORMERLY First Investors Corporation	06/20/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cetera Financial Group, Inc.		
Street Address:	200 N. Pacific Coast Hwy		
Internal Address:	Suite 1200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2323605	FIRST INVESTORS	
Registration Number:	3543213	FIRST INVESTORS INSIGHTS	
Registration Number:	1937957	FIRST INVESTORS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Sabrina Hasan		
Address Line 1:	787 7th Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Sabrina Hasan		
SIGNATURE:	/Sabrina Hasan/		
DATE SIGNED:	08/08/2019		
Total Attachments: 4			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Assignment") is made and entered into as of June 20, 2019 ("Effective Date") by and between First Investors Corporation, now known as Foresters Financial Services, Inc., a New York corporation located at 40 Wall Street, New York, NY 10005 ("Assignor"), and Cetera Financial Group, Inc., a Delaware corporation, located at 200 N. Pacific Coast Hwy., Suite 1200, El Segundo, CA 90245 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 6, 2019, by and among Assignor, Assignee and the other persons party thereto (the "Asset Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to irrevocably sell, assign, transfer, convey and deliver to Assignee Assignor's entire right, title and interest in and to the Transferred Intellectual Property owned or purported to be owned by Assignor; and

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the Transferred Intellectual Property identified and described on Schedule A hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignor does hereby irrevocably sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of Assignor's right, title and interest in and to (a) the Transferred Intellectual Property, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (b) the right to apply for and obtain registrations and renewals for the foregoing, and (c) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Closing Date and to retain all monies and proceeds therefrom ((a) through (c) collectively, the "Assigned Rights"). The Assignor further consents to recordation of this Assignment by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Assigned Rights shall be applied solely as set forth in the Asset Purchase Agreement, and none are contained in this Assignment.

3. At any time and from time to time upon the reasonable request of Assignee, Assignor shall take all actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee.

4. This Assignment shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or

conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.


6. This Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Assignment may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this IP Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

FIRST INVESTORS CORPORATION,
NOW KNOWN AS FORESTERS
FINANCIAL SERVICES, INC.

By: 
Name: Bill Olson
Title: SUP Retail Sales

CETERA FINANCIAL GROUP, INC.


By: 
Name: Greg Olson
Title: Assistant Secretary

[IP Assignment Agreement]

Schedule A

Assigned IP

Trademarks

Trademark	Owner	Country	Registration No.	Registration Date
 First Investors FIRST INVESTORS & design	First Investors Corporation	United States	2323605	Feb-29-2000
FIRST INVESTORS INSIGHTS	First Investors Corporation	United States	3543213	Dec-9-2008
FIRST INVESTORS	First Investors Corporation	United States	1937957	Nov-28-1995