

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advisor Financial Services, LLP		06/30/2016	Partnership:
RECEIVING PARTY DATA			
Name:	PHH Investments, Ltd.		
Also Known As:	Retirement Advisors of America		
Street Address:	15725 Dallas Parkway, Suite 220		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4904565	DISCIPLINED GUIDANCE IN AN UNPREDICTABLE	
CORRESPONDENCE DATA			
Fax Number:	2146653601		
<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:	2146653600		
Email:	lusianm@gtlaw.com, gtipmail@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	2200 Ross Avenue, Suite 5200		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	187756-010100		
NAME OF SUBMITTER:	Gerald L. Fellows, Reg. No. 36133		
SIGNATURE:	/Gerald L. Fellows/		
DATE SIGNED:	10/23/2019		
Total Attachments: 6			
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Intellectual Property Assignment

This Intellectual Property Assignment (this “**Assignment**”), effective as of June 30, 2016 (the “**Effective Date**”), is by and between ADVISOR FINANCIAL SERVICES, LLP, a Georgia general partnership that has elected to be a limited partnership (“**Seller**”), and PHH INVESTMENTS, LTD., a Texas limited partnership d/b/a Retirement Advisors of America (“**Purchaser**”).

WHEREAS, Seller and Purchaser have entered into that certain Purchase and Sale Agreement, dated as of March 29, 2016 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Seller, all of Seller’s rights, title and interests in and to the Acquired Assets (as defined in the Purchase Agreement), which includes certain Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

2. Assignment. Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, all of Seller’s rights, title and interests in and to the following (the “**Assigned Intellectual Property**”), in each case, free and clear of all Liabilities (other than Assumed Liabilities) and Liens (other than Permitted Liens):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with all common law rights related thereto and the goodwill of the Business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the Business to which the trademark pertains, and that Business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by the applicable Law of any jurisdiction;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all Actions, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future

infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to Purchaser, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets, including the Assigned Intellectual Property, and the Business are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Amendment. This Assignment shall not be amended, modified, revised, supplemented or terminated orally and no waiver of compliance with any provision hereof and no consent provided for herein shall be effective other than by a written instrument executed by each of Seller and Purchaser.

6. Governing Law; Consent to Jurisdiction and Service of Process.

(a) THIS ASSIGNMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES.

(b) Any Action seeking to enforce any provision of, or, directly or indirectly arising out of or in any way relating to, this Assignment or the transactions contemplated hereby shall be brought in any Texas state or federal court located in Dallas County, in the State of Texas, and each of the parties hereto hereby irrevocably consents to the exclusive jurisdiction of such courts in any such Action and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought

in any such court has been brought in an inconvenient forum. Process in any such Action may be served on any party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of process on such party as provided in any of Section 11.6(a), (b) or (d) of the Purchase Agreement shall be deemed effective service of process on such party.

7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8. Severability. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Assignment shall remain in full force and effect. Upon such determination, the parties hereto shall negotiate in good faith to modify this Assignment so as to give effect to the original intent of the parties hereto to the fullest extent permitted by applicable Law.

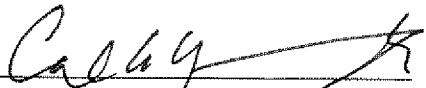
9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original. Facsimile or PDF counterpart signatures to this Agreement shall be deemed originals.

10. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

(Execution Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ADVISOR FINANCIAL SERVICES,
LLP

By: 
Name: CARL A. YUNGVARE
Title: MANAGING PARTNER

PHH INVESTMENTS, LTD.

By: PHH Investment Management,
L.L.C., its general partner

By: _____
Name: John C. Bentley
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006778 FRAME: 0144

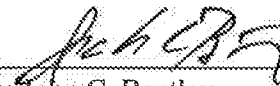
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ADVISOR FINANCIAL SERVICES,
LLP

By: _____
Name:
Title:

PHH INVESTMENTS, LTD.

By: PHH Investment Management,
L.L.C., its general partner

By:  _____
Name: John C. Bentley
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE 1

Mark	Reg. No./Ser. No.	Reg. Date/App. Date	Full Goods/Services
DISCIPLINED GUIDANCE IN AN UNPREDICTABLE WORLD	RN: 4904565 SN: 86663854	Registered February 23, 2016 Filed: June 16, 2015	(Int'l Class: 36) financial advisory and consulting services, namely, the development and implementation of personalized strategies to achieve financial security in retirement
AFS Logo	SN: 87089131		