

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RootWorks, LLC		04/17/2020	Limited Liability Company: INDIANA
RootAdvisors, LLC		04/17/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	FirmWorks, LLC		
Street Address:	1508 S. Walnut Street		
City:	Bloomington		
State/Country:	INDIANA		
Postal Code:	47401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3748915	THE NEXT GENERATION ACCOUNTING FIRM	
Registration Number:	5036693	BOSS	
Registration Number:	4691942		
Registration Number:	4691943	RWC360	
Registration Number:	4691944	EMPOWERING BEAN COUNTERS TO BECOME BETTE	
Registration Number:	4730578		
Registration Number:	4841080	CPA LIFE	
Registration Number:	5518688	ROOTWORKS GROW	
Registration Number:	5668430	THE MODERN FIRM	
Registration Number:	4815959	RWCONNECT	
Registration Number:	3728215	ROOTWORKS	
CORRESPONDENCE DATA			
Fax Number:	6175025000		
<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:	617-248-5000		
Email:	tadmin@choate.com		

OP \$290.00 3748915

Correspondent Name: Sara M. Bauer
Address Line 1: Two International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2012634-0015

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 04/22/2020

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AND APPLICATIONS FOR TRADEMARKS

This Assignment of Trademarks and Applications for Trademarks (this “**Trademark Assignment**”) is effective as of April 17, 2020 and is between RootWorks, LLC, an Indiana limited liability company (“**RootWorks**”), RootAdvisors, LLC, an Indiana limited liability company (“**RootAdvisors**” and together with RootWorks, the “**Assignors**”) and FirmWorks, LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignors are the owners of the trademarks and trademark applications set forth on **Schedule A** hereto, together with the goodwill of the business associated therewith (referred to as the “**Marks**”);

WHEREAS, in connection with the execution of that Asset Purchase Agreement, dated as of the date hereof, by and among the Assignors, the Assignee, and the other parties thereto (the “**Purchase Agreement**”), the Assignors have agreed to transfer all of their right, title and interest in and to the Marks to the Assignee; and

WHEREAS, each Assignor desires to assign all of their right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire such Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Each Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of such Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of such Assignor’s business to which the Marks pertains, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors hereby request the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment. The Assignors hereby further request the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, each Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits,

declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Trademark Assignment shall be brought in the courts of the State of Delaware, and, by execution and delivery of this Trademark Assignment, each of the parties to this Trademark Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Trademark Assignment. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT.

8. The Assignors and the Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignors or the Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement. 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.

* * *

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

ROOTWORKS, LLC

By: 
Name: M. Darren Root
Title: Chief Executive Officer

ROOTADVISORS, LLC

By: 
Name: M. Darren Root
Title: Chief Executive Officer

ASSIGNEE:

FIRMWORKS, LLC

By: _____
Name: Joel Hughes
Title: Authorized Representative

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

ROOTWORKS, LLC

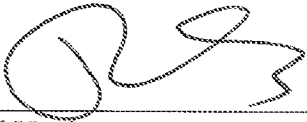
By: _____
Name: M. Darren Root
Title: Chief Executive Officer

ROOTADVISORS, LLC

By: _____
Name: M. Darren Root
Title: Chief Executive Officer

ASSIGNEE:

FIRMWORKS, LLC

By:  _____
Name: Joel Hughes
Title: Authorized Representative

Schedule A

Trademark Registration

Trademark	Serial Number (Filing Date)	Registration Number (Registration Date)	Owner
ROOTWORKS	77746198 (May 28, 2009)	3728215 (December 22, 2009)	RootWorks, LLC
THE NEXT GENERATION ACCOUNTING FIRM	77747492 (May 29, 2009)	3,748,915 (February 16, 2010)	RootWorks, LLC
CORE 7	85004159 (April 1, 2010)	3,873,363 (November 9, 2010)	RootWorks, LLC
LEADING FIRMS THROUGH THE NEXT GENERATION OF CHANGE	85040629 (May 17, 2010)	3,873,599 (November 9, 2010)	RootWorks, LLC
BOSS	85296443 (April 15, 2011)	5,036,693 (September 6, 2016)	RootWorks, LLC
Leaf Design Mark	86335760 (July 14, 2014)	4,691,942 (February 24, 2015)	RootAdvisors, LLC dba RootWorks
RWC360	86335762 (July 14, 2014)	4,691,943 (February 24, 2015)	RootWorks, LLC
EMPOWERING BEAN COUNTERS TO BECOME BETTER ENTREPRENEURS	86335763 (July 14, 2014)	4,691,944 (February 24, 2015)	RootAdvisors, LLC dba RootWorks
Circle Leaf Design Mark	86335769 (July 14, 2014)	4,730,578 (May 5, 2015)	RootWorks, LLC
RWCONNECT	86335772 (July 15, 2014)	4,815,959 (September 22, 2015)	RootWorks, LLC
CPA LIFE	86567643 (March 18, 2015)	4,841,080 (October 27, 2015)	RootWorks, LLC
ROOTWORKS GROW	87715625 (December 11, 2017)	5,518,688 (July 17, 2018)	RootWorks, LLC
THE MODERN FIRM	87715840 (December 11, 2017)	5,668,430 (February 5, 2019)	RootWorks, LLC
RWCONNECT	86335772 (July 14, 2014)	4,815,959 (September 22, 2015)	RootWorks, LLC

9665535

RECORDED: 04/22/2020

**TRADEMARK
REEL: 006920 FRAME: 0836**