

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623133

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/29/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motif Investing, Inc.		05/29/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Charles Schwab & Co., Inc.
Street Address:	211 Main Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4261998	MOTIF

CORRESPONDENCE DATA

Fax Number: 4156671606
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.
Phone: 630-334-0138
Email: ellen.boesner@schwab.com
Correspondent Name: Shyla Jones-Ali
Address Line 1: 150 S. Wacker Drive
Address Line 2: IL150SW-10-137
Address Line 4: Chicago, ILLINOIS 60606-4111

NAME OF SUBMITTER:	Shyla N. Jones-Ali
SIGNATURE:	/Shyla N. Jones-Ali/
DATE SIGNED:	01/29/2021

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is being entered into as of May 29, 2020, by and among Motif Investing, Inc., a Delaware corporation ("Motif Investing"), Motif Capital Management, Inc., a Delaware corporation ("Motif Capital" and, together with Motif Investing, each an "Assignor" and together, "Assignors"), and Charles Schwab & Co., Inc., a California corporation ("Assignee"). Any capitalized term used but not otherwise defined herein shall have the respective meaning ascribed to such term in the Purchase Agreement (as defined below).

WHEREAS, reference is made to that certain Amended and Restated Asset Purchase Agreement, dated as of May 29, 2020 (the "Purchase Agreement"), by and among Assignors, Assignee and Shareholder Representative Services LLC, as the Securityholder Representative;

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell certain Intellectual Property and Intellectual Property Rights to Assignee, and Assignee has agreed to purchase the Intellectual Property and Intellectual Property Rights from Assignors, in each case as of the Applicable Closing Date; and

WHEREAS, pursuant to this Trademark Assignment Agreement, Assignors are conveying, assigning, transferring and delivering to Assignee, free and clear of all Liens, certain Intellectual Property and Intellectual Property Rights of Assignors, and are agreeing to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, in consideration of the premises and covenants hereinafter contained, the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Trademark Assignment Agreement on the terms set forth herein.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all of Assignors' rights, titles and interests in and to, and Assignee hereby accepts, the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(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 claims and causes of action with respect to any of the foregoing, whether accruing before, on 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.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment Agreement upon request by Assignee. Following the date hereof, upon Assignee's request, and at Assignee's expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. 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.

4. Counterparts. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. In the event that any signature to this Trademark Assignment Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this Trademark Assignment Agreement or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or email delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract, and each party hereto forever waives any such defense.

5. Successors and Assigns. This Trademark Assignment Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

6. Governing Law. This Trademark Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment Agreement and the transactions contemplated hereby shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof that would result in the applicable of the laws of another jurisdiction to this Trademark Assignment Agreement. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Trademark

Assignment Agreement, and consent to the jurisdiction of, the courts of the State of Delaware. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to such jurisdiction.

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IN WITNESS WHEREOF, Assignee and Assignors have caused this Trademark Assignment Agreement to be executed on the date first written above by their respective duly authorized officers.

ASSIGNORS:

MOTIF INVESTING, INC.

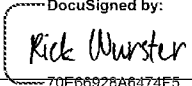
By: Hardeep Walia
Name: Hardeep walia
Title: Founder & CEO

MOTIF CAPITAL MANAGEMENT, INC.

By: Hardeep Walia
Name: Hardeep walia
Title: Founder & CEO

ASSIGNEE:

CHARLES SCHWAB & CO., INC.

By:  DocuSigned by:
Rick Wurster
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Name: Rick Wurster
Title: Executive Vice President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
MOTIF	US	85296736 15-APR-2011	4261998 18-DEC-2012	MOTIF INVESTING, INC.