

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649319

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|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Westminster Consulting, LLC | | 04/01/2021 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Resources Investment Advisors LLC | | |
| Street Address: | 4860 College Blvd. | | |
| Internal Address: | Suite 100 | | |
| City: | Overland Park | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66211 | | |
| Entity Type: | Limited Liability Company: MISSOURI | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87349027 | WESTMINSTER WORKPLACE SOLUTIONS | |
| Registration Number: | 3635168 | PROMOTING A CULTURE OF FIDUCIARY RESPON | |
| Registration Number: | 3622399 | | |
| Registration Number: | 3633476 | FIDUCIARY COMPLIANCE RESOURCE CENTER | |
| Registration Number: | 3868870 | EFIDUCIARY.NET | |
| Registration Number: | 3871713 | FIDUCIARY GOVERNANCE ONLINE | |
| Registration Number: | 3881652 | E F | |
| Serial Number: | 77920992 | FIDUCIARY.CE | |
| Serial Number: | 77915803 | EFIDUCIARY.NET FIDUCIARY GOVERNANCE ONLI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4043659532 | | |
| <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: | 4042337000 | | |
| Email: | mmccaskill@mmlaw.com | | |
| Correspondent Name: | Montrell McCaskill | | |
| Address Line 1: | 1600 Atlanta Financial Center | | |
| Address Line 2: | 3343 Peachtree Road, NE | | |
| Address Line 4: | Atlanta, GEORGIA 30326 | | |

CH \$240.00 87349027

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|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 13422-140288 |
| NAME OF SUBMITTER: | Montrell McCaskill |
| SIGNATURE: | /Montrell McCaskill/ |
| DATE SIGNED: | 05/25/2021 |

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into as of April 1, 2021, by and between Westminster Consulting, LLC, a New York limited liability company (“**Assignor**”), and Resources Investment Advisors LLC, a Missouri limited liability company (“**Assignee**”), pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee of even date herewith (the “**Asset Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks on **Schedule A** attached hereto (“**Trademarks**”), the copyrights attached hereto on the same **Schedule A** (“**Copyrights**”), the patents and patent applications attached hereto on the same **Schedule A** (“**Patents**”), the domain names on the same **Schedule A** (the “**Domain Names**”), and the unregistered marks attached hereto on the same **Schedule A** (the “**Unregistered Marks**” and collectively with Trademarks, Copyrights, Patents, Software and Domain Names, the “**Intellectual Property Assets**”); and

WHEREAS, the Assignors and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices (where applicable) as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I ASSIGNMENT

The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to all of the Assignor’s Trademarks, Copyrights and Patents and other Seller’s Intellectual Property Assets, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all of Assignor’s state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business of the Assignor as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, , due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the

copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents as owned by Assignor, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patent or application to the extent owned by Assignor, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

(f) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Software, and upon their future creation assigns, and all right, title and interest in and to the Software Modifications.

**ARTICLE II
LICENSE BACK; ADDITIONAL OBLIGATIONS**

Subject to Assignor complying with the terms of this Agreement, Assignee grants to Assignor a non-exclusive, non-transferable, royalty-free license to use the Software solely to permit Assignor to comply with its obligations under the Contract Agreement. Upon the expiration or termination of the Contract Agreement for any or no reason, the foregoing license grant shall also expire or terminate and Assignor shall permanently delete, and cause any of its subcontractors or agents to permanently delete, all copies of the Software in its possession or under its control. Assignor shall keep the Software strictly confidential and shall not disclose the Software to any third party except solely as needed to perform under the Contract Agreement and at all times pursuant to a written confidentiality obligation enforceable against such third party. All rights not expressly granted are reserved by Assignee, and no rights are granted by implication, estoppel or otherwise.

**ARTICLE III
COOPERATION AND RECORDATION.**

The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request, to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other

documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at the sole expense of Assignee. The Assignors further agree that all necessary records of the Assignors to establish priority of invention in any interference or similar proceeding will, to the extent available, be made available at no additional charge to the Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

**ARTICLE IV
GOVERNING LAW.**

This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of laws. In the event that any Proceeding relating to this Assignment or the transactions contemplated hereby is initiated by either Party, each of the Parties (a) submits to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia, in such Proceeding, (b) agrees that all claims in respect of the Proceeding may be heard and determined in any such court, and (c) waive any objection to jurisdiction or venue in any such Proceeding. Each of the Parties waives any defense of inconvenient forum to the maintenance of any Proceeding so brought and waives any bond, surety or other security that might be required of the other Party with respect to any such Proceeding.

**ARTICLE V
DELIVERY OF TANGIBLE ITEMS.**

The Assignor shall arrange for delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

**ARTICLE VI
MAINTENANCE.**

The Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

****Signature page follows****

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR

Westminster Consulting, LLC

DocuSigned by:
Thomas Zamara

Name: Thomas P. Zamara

Title: President

ASSIGNEE

Resources Investment Advisors LLC

DocuSigned by:
Adam Bruckman

Name: Adam Bruckman

Title: President/CEO

SCHEDULE A

Trademarks

| MARK | SERIAL NO. / REG. NO. / JURISDICTION | FILING DATE / REG. DATE | OWNER OF RECORD | STATUS |
|---|--------------------------------------|---------------------------------------|----------------------------|---------------------------|
| WESTMINSTER WORKPLACE SOLUTIONS | 87/349,027 N/A U.S. | February 24, 2017 N/A | Westminster Consulting LLC | Abandoned application |
| PROMOTING A CULTURE OF FIDUCIARY RESPONSIBILITY | 77/611,141 3,635,168 N/A | November 10, 2008 June 9, 2009 | Westminster Consulting LLC | Registered |
|  | 77/583,097 3,622,399 U.S. | October 1, 2008 May 19, 2009 | Westminster Consulting LLC | Registered |
| FIDUCIARY COMPLIANCE RESOURCE CENTER | 77/662,722 3,633,476 U.S. | February 3, 2009 June 2, 2009 | FCRC, LLC | Registered (supplemental) |
| EFIDUCIARY.NET | 77/914,906 3,868,870 U.S. | January 19, 2010 October 26, 2010 | FCRC Apps, LLC | Registered (supplemental) |
| FIDUCIARY GOVERNANCE ONLINE | 77/914,982 3,871,713 U.S. | January 19, 2010 November 02, 2010 | FCRC Apps, LLC | Registered (supplemental) |
|  | 77/957,309 3,881,652 U.S. | March 12, 2010 November 23, 2010 | FCRC Apps, LLC | Registered |
| FIDUCIARY.CE | 77/920,992 N/A U.S. | January 27, 2010 N/A | FCRC Apps, LLC | Abandoned application |
|  | 77/915,803 N/A U.S. | January 20, 2010 N/A | FCRC Apps, LLC | Abandoned application |

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