

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCG Group Holdings, LLP		07/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hub International Texas, Inc.		
Street Address:	3221 Collinsworth Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76107		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5958744	FINPATH	
Registration Number:	6160463	TELEWEALTH	
Registration Number:	6357000	TRUSTED CAPITAL GROUP	
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>			
Email:	colleen.brennan@bakermckenzie.com		
Correspondent Name:	Rebecca Lederhouse		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Rebecca Lederhouse		
SIGNATURE:	/rebecca lederhouse/		
DATE SIGNED:	08/03/2021		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into and made effective as of July 1, 2021 by and between Hub International Texas, Inc., a Texas corporation (the "Assignee") and TCG Group Holdings, LLP, a Delaware limited liability partnership (the "Assignor").

WHEREAS, pursuant to Section 2.2(a) of that certain Equity Purchase Agreement, dated as of May 14, 2021(as amended, restated or otherwise modified from time to time, the "Purchase Agreement"), by and among the Assignee, the Assignor and the other parties signatory thereto, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property owned by the Assignor and used in connection with the Business (the "Assigned Intellectual Property Rights"), including, without limitation, all rights of the Assignor to (x) the Internet domain names set forth on Schedule A hereto (the "Domain Names") and (y) the service marks and trademarks set forth on Schedule B hereto (the "Trademarks");

WHEREAS, the Assignee and the Assignor are hereby effecting such sale, assignment, transfer, conveyance and delivery of all right, title and interest of the Assignor throughout the world in and to the Domain Names, the Trademarks and the Assigned Intellectual Property Rights;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the undersigned parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee all right, title and interest of the Assignor in and to all Assigned Intellectual Property Rights, including all rights of the Assignor to the Domain Names and the Trademarks, in each case together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of the Assigned Intellectual Property Rights. The Assignee is to hold all right, title and interest in and to the Domain Names, the Trademarks and the Assigned Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Domain Names and the Trademarks and shall, promptly upon presentation to the Assignor by the Assignee, execute, or

procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may reasonably request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Domain Names, the Trademarks and the Assigned Intellectual Property Rights.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

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

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Remainder of page is intentionally blank. Signature page and schedules follow.]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

HUB INTERNATIONAL TEXAS, INC.

By: Matthew Pinkham
Name: Matthew E. Pinkman
Title: Vice President

ASSIGNOR:

TCG GROUP HOLDINGS, LLP

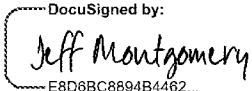
By: _____
Name: Jeff Montgomery
Title: President and Partner

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE: HUB INTERNATIONAL TEXAS, INC.

By: _____
Name: Matthew E. Pinkman
Title: Vice President

ASSIGNOR: TCG GROUP HOLDINGS, LLP

By: _____

Name: Jeff Montgomery
Title: President and Partner

SCHEDULE A

DOMAIN NAMES

457retirement.com	tcgadministrators.com
457savings.com	tcgadvisorslp.com
bcdpholdings.com	tcgbenefits.com
benefitsolver.com	tcgconsultingservices.com
bullcreekcap.com	tcgcybersecurity.com
calstrs403bcomply.com	tcgemployees.com
calstrscomply.com	tcggroupholdings.com
calstrsretirementsolutions.com	apps.tcggroupholdings.com
cypherprotect.com	tcgholdings.com
cyphersecurity.com	tcgholdingsllp.com
elock360.com	tcginvestmentadvisors.com
engagetcg.com	tcginvestments.com
engagewithtcg.com	tcgsandbox.com
fairwayassetmanagement.com	tcgsandbox2.com
financialpathway.com	tcgschoolservices.com
financialpathway403b.com	tcgservices.com
financialpathwayira.com	telewealthadvice.com
finpath403b.com	the125solution.com
finpathira.com	the401kanswer.com
finpathwellness.com	the403bsolution.com
foundation99.com	the457solution.com
ilock360.com	theretirementsolutiononline.com
jem401k.com	theretirementsolutions.com
jempta.com	totalcompensationgroup.com
lacoearp.com	trustedcapitalgroup.com
mychinese360.com	wealthpath403b.com
mylanguage360.com	wealthpathira.com
northstaradvisory.com	elock360.net
outperformretirement.com	ilock360.net
paragon-national.com	tcgcybersecurity.net
pathway403b.com	calstrs403bcomply.org
pension-consulting.com	foundation99.org
phoenixopenwithtcg.com	region10rams.org
tcg-ss0.com	cypher.solutions
tcgadmin.com	

SCHEDULE B

SERVICE MARKS AND TRADEMARKS

Service Mark and Trademark Applications and Registrations:

FINPATH (Reg. No. 5,958,744) – registration date January 14, 2020.

TELEWEALTH (Reg. No. 6,160,463) – registration date September 22, 2020.

TRUSTED CAPITAL GROUP (SN 88713712) – Seller received that certain Notice of Acceptance of Statement of Use via email from the United States Patent and Trademark Office (“USPTO”) on April 15, 2021, providing that the USPTO accepted the statement of use filed for this trademark application. Seller expects to receive a certificate of registration for the mark following the date hereof.

Unregistered trademarks and logos:

TCG Consulting

TCG Advisors

TCG Administrator

