

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KARP CAPITAL MANAGEMENT CORP.		11/01/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIRACLE MILE ADVISORS, LLC		
Street Address:	11300 W. OLYMPIC BLVD.		
Internal Address:	SUITE 800		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3855903	KARP CAPITAL MANAGEMENT	
Registration Number:	3855902	KARP CAPITAL MANAGEMENT	
Registration Number:	5902579	POSITIONING YOUR FINANCIAL WORLD IN THE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515332		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MARK NATIVIDAD, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1114		
ATTORNEY DOCKET NUMBER:	019045/0159		
NAME OF SUBMITTER:	MARK NATIVIDAD		
SIGNATURE:	/MN/		
DATE SIGNED:	11/17/2022		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of November 1, 2022 (the "Effective Date"), by and between Karp Capital Management Corp., a California corporation (the "Assignor"), and Miracle Mile Advisors, LLC, a California limited liability company (the "Assignee"), and together with Assignor, the "Parties") and hereby provides:

WHEREAS, Assignor, Assignee, The 2006 Karp Family Trust u/a/d 06/27/2006 ("Trust") and Peter C. Karp ("PK") are parties to that certain Asset Purchase Agreement, dated as of September 9, 2022 (as amended, restated, supplemented and modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor, Trust and PK agreed to sell, transfer, convey, assign and deliver to Assignee, free and clear of all Liens, and Assignee agreed to purchase, acquire and accept from Assignor, Trust and PK, all of their right, title and interest in and to the Acquired Assets and the Assumed Liabilities;

WHEREAS, Assignor, Assignee, Trust and PK are parties to that certain Bill of Sale and Assignment and Assumption Agreement, dated as of September __, 2022 (as amended, restated, supplemented and modified from time to time, the "Bill of Sale"), pursuant to which, in accordance with and subject to the terms of the Purchase Agreement, Assignor, Trust and PK sold, transferred, conveyed, assigned and delivered to Assignee, free and clear of all Liens, and Assignee accepted the sale, transfer, conveyance, assignment and delivery, and purchased and acquired, from Assignor, Trust and PK all of their right, title and interest in and to the Acquired Assets, which include, among other things, the Assigned IP;

WHEREAS, the Assigned IP includes, without limitation, the service marks and/or trademarks depicted and described in Exhibit A, attached hereto and made a part hereof, and to the goodwill and reputation of the business connected with and symbolized by such service marks and/or trademarks (collectively, the "Trademarks");

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the Trademarks and desires to confirm the sale, transfer, conveyance, assignment and delivery to Assignee, free and clear of all Liens, of all of Assignor's rights, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademarks, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks; and

WHEREAS, Assignee is desirous of confirming the acceptance of the sale, transfer, conveyance, assignment and delivery, and the purchase and acquisition, from Assignor of all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademarks, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks.

NOW THEREFORE, in consideration of the transactions contemplated in the Purchase Agreement and the covenants and promises herein contained, the above recitals that are hereby incorporated into this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Purchase Agreement or Bill of Sale, as applicable.

2. Assignment. Assignor hereby confirms the sale, transfer, conveyance, assignment and delivery to Assignee, free and clear of all Liens, and Assignee hereby confirms the acceptance of such sale, transfer, conveyance, assignment and delivery, and the purchase and acquisition, from Assignor of all of Assignor's rights, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademarks, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks. The Parties acknowledge and

agree that Assignee shall hold all right, title and interest in and to the Trademarks as fully and exclusively as the same would have been held and enjoyed by Assignor on the Effective Date had the above assignment not been made.

3. Authorization. Assignor hereby authorizes and requests that the United States Commissioner of Trademarks at the United States Patent and Trademark Office, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Trademarks. Assignor hereby represents and covenants that it has the full right to convey the interests herein assigned and that it has not executed, and will not execute, any agreement or document that is in conflict herewith. Assignee shall have the right to freely record this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, by recording this Assignment with the United States Patent and Trademark Office.

4. Future Assurances. Assignor agrees that, upon the written request of Assignee, it shall execute and deliver all papers and do all other commercially reasonable acts necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor's right, title, and interest in and to the Trademarks, and any and all rights associated therewith, in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

5. Incorporation of Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be governed by and interpreted in accordance with the terms thereof, and, without limiting the foregoing, the provisions of Section 9.5 (Assignment), Section 9.6 (Governing Law), Section 9.8 (Submission to Jurisdiction; WAIVER OF JURY TRIAL), Section 9.9 (Arbitration) and Section 9.13 (No Third Party Beneficiaries) are incorporated by this reference herein *mutatis mutandis*. The Acquired Assets and the Assumed Liabilities are being assigned to Assignee pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations and indemnifications of any party. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. Counterparts. This Assignment may be executed in counterparts (including by means of scanned and emailed signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

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

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed and made effective as of the Effective Date.

ASSIGNOR:

KARP CAPITAL MANAGEMENT CORP.,
a California corporation

By: Peter Karp

Name: Peter C. Karp

Title: President and Chief Executive Officer

ASSIGNEE:

MIRACLE MILE ADVISORS, LLC,
a California limited liability company

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Assignment has been executed and made effective as of the Effective Date.

ASSIGNOR:

KARP CAPITAL MANAGEMENT CORP., a
California corporation

By: _____
Name:
Title:

ASSIGNEE:

MIRACLE MILE ADVISORS, LLC,
a California limited liability company

Matthew Granski
By: _____
Name: Matthew Granski
Title: President

EXHIBIT A

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Karp Capital Management	77870670	3855903	October 5, 2010
Karp Capital Management	77870644	3855902	October 5, 2010
Positioning Your Financial World in the Global Economy	88403828	5902579	November 5, 2019