## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM772471

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
First Boston Advisors LLC		11/25/2022	Limited Liability Company: DELAWARE	

## **RECEIVING PARTY DATA**

Name:	Credit Suisse Group AG		
Street Address:	Paradeplatz 8		
City:	Zürich		
State/Country:	SWITZERLAND		
Postal Code:	8001		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Serial Number:	97622907	· THE FIRST BOSTON · CORPORATION FIRST B		
Serial Number:	97622873	· THE FIRST BOSTON · CORPORATION FIRST B		

## **CORRESPONDENCE DATA**

Fax Number: 6176468646

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: 6176468000

Email: drwtrademarks@wolfgreenfield.com

**Correspondent Name:** Douglas R. Wolf Address Line 1: 600 Atlantic Avenue

Address Line 2: Wolf, Greenfield & Sacks, P.C. Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: C1697.40000US00

## **DOMESTIC REPRESENTATIVE**

Name: Douglas R. Wolf

Address Line 1: 600 Atlantic Avenue

Address Line 2: Wolf, Greenfield & Sacks, P.C. Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER: Douglas R. Wolf

> **TRADEMARK** REEL: 007911 FRAME: 0517

900736522

SIGNATURE:	/drw/		
DATE SIGNED:	12/07/2022		
Total Attachments: 5			
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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of November 25, 2022 (such date, the "Effective Date", and such agreement, the "Trademark Assignment Agreement"), is between First Boston Advisors LLC, a Delaware limited liability company, having a place of business at 3110 W. California Ave., Suite C, Salt Lake City, UT 84104 ("Assignor") and Credit Suisse Group AG, a société anonyme organized under the laws of Switzerland, having a place of business at Paradeplatz 8, Zürich, Switzerland CH-8001 ("Assignee").

## WITNESSETH:

WHEREAS, contemporaneously with this Trademark Assignment Agreement, Assignor and Assignee have entered into that certain IP Assignment Agreement, dated as of the date hereof (the "IP Assignment Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of its right, title and interest in, to and under the trademark and service mark registrations and applications for registration listed in Exhibit A (the "Transferred Marks"); and

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in, to and under the Transferred Marks, and all goodwill of the business in which the Transferred Marks are used and all goodwill of the business connected with the use of and symbolized by the Transferred Marks.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment Agreement and the IP Assignment Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Assignment. Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts and purchases, Assignor's entire right, title and interest in, to and under the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and all goodwill of the businesses in which the foregoing are used and all goodwill of the business connected with the use of and symbolized by the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been made, together with (A) the rights to all past, present and future claims and causes of action (either in law or in equity, whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including the right to sue and recover damages and obtain equitable relief or any other remedy for past, present and future infringement, misappropriation, dilution or other violation of the Transferred Marks, (B) all rights to collect income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the

Transferred Marks, (C) the right, if any, to claim priority based on the filing dates of the Transferred Marks, (D) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Marks and (F) all other rights corresponding to the Transferred Marks throughout the respective countries in which Assignor holds rights in the Transferred Marks. This foregoing assignment is intended to be an absolute assignment and not by way of security.

- 2. <u>Cooperation</u>. Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Trademark Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Marks.
- 3. Recordation. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Transferred Marks, to issue to Assignee all registrations thereon and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns all official documents and communications as may be warranted by this Trademark Assignment Agreement.
- 4. <u>Governing Law; Venue; Jury Trial</u>. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Trademark Assignment Agreement and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate thereto shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.
- General Provisions. Whenever the word "including" is used in this Trademark Assignment Agreement, it shall be deemed to be followed by the words "without limitation". This Trademark Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment Agreement. This Trademark Assignment Agreement, along with its Exhibit and the IP Assignment Agreement and the schedules thereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Trademark Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment Agreement shall not waive any of its rights under such terms or provisions. This Trademark Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

WHEREFORE, Assignor and Assignee have duly executed this Trademark Assignment Agreement on the date indicated below.

Date: Nov. 25 , 2022

FIRST BOSTON ADVISORS LLC

By John G. Chaches Name: John G. Chaches Title: Managing Menter

State of Vtah )
County of Sallake )

On the 25 day of Nevesber in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared, John Charkas personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Michelle Breston

My commission expires: June 28, 2025

Dated: 11/25/27

MICHELLE BRESTER Notary Public, State of Utah Commission # 719812 My Considerate Explain June 28, 208\$

Date: 160. 25\_, 2027

**CREDIT SUISSE GROUP AG** 

By

Name

Title

Peter Simor

Director

[Signature Page to Trademark Assignment Agreement]

# **EXHIBIT A**

# TRANSFERRED MARKS

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
FIRST BOSTON	United States	97622907	October 7, 2022	N/A	N/A
FIRST BOSTON	United States	97622873	October 7, 2022	N/A	N/A

[Exhibit A to the Trademark Assignment Agreement]

**RECORDED: 12/07/2022**