

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785248

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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 |
| ARGI Holdings, Inc. | | 01/06/2023 | Corporation: KENTUCKY |
| RECEIVING PARTY DATA | | | |
| Name: | Cerity Partners, LLC | | |
| Street Address: | 335 Madison Avenue | | |
| Internal Address: | 23rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5263889 | ARGI | |
| Registration Number: | 5414779 | BLACKSWAN PORTFOLIO | |
| Registration Number: | 5389261 | SMARTCAP | |
| Registration Number: | 6424494 | BLACKSWAN CORE INDEX | |
| Registration Number: | 6424493 | BLACKSWAN ETF | |
| Registration Number: | 6647944 | INTERNATIONAL BLACKSWAN | |
| Serial Number: | 97160185 | BLACKSWAN PORTFOLIO | |
| Serial Number: | 97158863 | BLACKSWAN TECH & TREASURY | |
| Serial Number: | 97252327 | BLACKSWAN | |
| Serial Number: | 97252353 | | |
| 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> | | | |
| Phone: | 9735972596 | | |
| Email: | lstrademark@lowenstein.com | | |
| Correspondent Name: | Matthew Hintz, Esq. | | |
| Address Line 1: | One Lowenstein Drive | | |
| Address Line 4: | Roseland, NEW JERSEY 07068 | | |

CH \$265.00 5263889

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 29053.11. |
| NAME OF SUBMITTER: | Matthew Hintz, Esq. |
| SIGNATURE: | /MPH/ |
| DATE SIGNED: | 02/07/2023 |
| Total Attachments: 5 source=ARGI assignment#page1.tif source=ARGI assignment#page2.tif source=ARGI assignment#page3.tif source=ARGI assignment#page4.tif source=ARGI assignment#page5.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of January 6, 2023 (the "Effective Date"), is between ARGH Holdings, Inc. ("Assignor"), a Kentucky corporation having a principal place of business at 2201 High Wickham Place, Louisville, KY 40245 and Cerity Partners, LLC, a Delaware limited liability company having its principal place of business at 335 Madison Avenue, 23rd Floor, New York, NY 10017 ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, prior to the Effective Date, Assignor was in the business of owning the outstanding membership interests of ARGH Financial Group LLC and the trademarks, service marks, and trademark and service mark applications listed on Exhibit A (the "Marks");

WHEREAS, Assignor, Assignee, and certain other parties entered into that certain Membership Interest Purchase Agreement dated December 7, 2022 (the "Purchase Agreement") pursuant to which Assignee agreed to purchase from Assignor all of the outstanding membership interests of ARGH Financial Group LLC (the "Transaction");

WHEREAS, in furtherance of the Transaction, Assignor agreed in the Purchase Agreement to assign and transfer the Marks to Assignee as of the closing of the Transaction (the "Closing");

WHEREAS, the Closing of the Transaction occurred on the Effective Date and Assignee is the successor to the entire business of Assignor, which is ongoing and existing; and

WHEREAS, further to its obligations under the Purchase Agreement, Assignor desires to sell, transfer, assign, and convey to Assignee all of its right, title, and interest in and to the Marks, and Assignee desires to purchase, receive, and accept all of Assignor's right, title, and interest in and to the Marks;

NOW, THEREFORE, in consideration of the foregoing, the Party's respective obligations in the Purchase Agreement and this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer of Marks. Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases, receives, and accepts, all of Assignor's right, title, and interest in and to the Marks, including but not limited to (a) all of the goodwill of the business symbolized by the Marks, (b) all common law rights in the Marks, if any, (c) all registrations obtained by Assignor for the Marks, including all extensions and renewals thereof, (d) the right to file any document to prosecute the Marks and any associated applications, (e) the right to file any document to maintain the Marks and any associated registrations, (f) the right to sue for past, present and future infringement of the Marks, and (g) the right to collect and retain all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Marks, and in and to all causes of action, either at law or in equity, for past, present or future infringement of the Marks; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Consideration. The Parties acknowledge and agree that the Parties' mutual covenants and promises set forth in the Purchase Agreement and their respective performance thereunder are adequate and sufficient consideration for the assignment set forth in Section 1.

3. Successor to the Entire Business. This Assignment is made concurrent with Assignee becoming the successor to the entire business of Assignor, which is ongoing and existing.
4. Governing Law; Jurisdiction. This Assignment shall be governed by the Laws of Delaware without regard to its choice of law rules.
5. Authorization. Assignor hereby authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office, the Registrar of Trademarks for the Canadian Intellectual Property Office, the Director General of the Mexican Institute of Industrial Property, and all other corresponding entities or agencies in any applicable government or country to record Assignee as the owner of the Marks.
6. No Representations or Warranties. Assignor makes no representations or warranties with respect to the Marks pursuant to this Assignment. The representations and warranties contained in the Purchase Agreement are the sole representations and warranties that Assignor makes with respect to the Marks.
7. Miscellaneous. This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. This Assignment supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes, together with any exhibits, a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Assignment may not be amended, supplemented or otherwise modified except by a written agreement executed by both Parties. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument. This Assignment, to the extent signed and delivered by means of digital imaging and electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on the dates set forth below effective as of the Effective Date.

ASSIGNOR:

ARGI Holdings, Inc

By: 
Name: Patrick Joseph Reeves
Title: Chief Executive Officer
Date: January 6, 2023

ASSIGNEE:

Cerity Partners, LLC

By: _____
Name: Kurt Miscinski
Title: President and Chief Executive Officer
Date: January 6, 2023

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on the dates set forth below effective as of the Effective Date.

ASSIGNOR:

ARGI Holdings, Inc

By: _____

Name: Joe Reeves

Title: Chief Executive Officer

Date: January 6, 2023

ASSIGNEE:

Cerity Partners, LLC

By:  _____

Name: Kurt Miscinski

Title: President and Chief Executive Officer

Date: January 6, 2023

EXHIBIT A


| Country | Mark | Application No. | Reg. No. |
|----------------|-----------------------------------------------------------------------------------|------------------------|-----------------|
| USA | ARGI | 87/180,149 | 5,263,889 |
| USA | BLACKSWAN PORTFOLIO | 87/179,857 | 5,414,779 |
| USA | BLACKSWAN PORTFOLIO | 97/160,185 | <i>Pending</i> |
| USA | SMARTCAP | 87/179,660 | 5,389,261 |
| USA | BLACKSWAN CORE INDEX | 90/263,480 | 6,424,494 |
| USA | BLACKSWAN ETF | 90/263,431 | 6,424,493 |
| USA | INTERNATIONAL BLACKSWAN | 90/263,510 | 6,647,944 |
| Canada | BLACKSWAN | 2061142 | <i>Pending</i> |
| Mexico | BLACKSWAN | 2445367 | 2192005 |
| USA | BLACKSWAN TECH & TREASURY | 97/158,863 | <i>Pending</i> |
| USA | BLACKSWAN | 97/252,327 | <i>Pending</i> |
| USA |  | 97/252,353 | <i>Pending</i> |

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

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RECORDED: 02/07/2023

**TRADEMARK
REEL: 007963 FRAME: 0221**