# OP \$40.00 5629339

ETAS ID: TM805737

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT
ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

**NATURE OF CONVEYANCE:** 

Name	Formerly	Execution Date	Entity Type
Touchstone Retirement Group, LLC.		03/01/2023	Limited Liability Company: NEW YORK

### **RECEIVING PARTY DATA**

Name:	AT Retirement Services, LLC
Street Address:	1251 Waterfront Place
Internal Address:	Suite 510
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5629339	TRG

### **CORRESPONDENCE DATA**

**Fax Number:** 4124714094

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:** 412-471-8815

**Email:** assignments@webblaw.com

Correspondent Name: THE WEBB LAW FIRM Address Line 1: 420 FT. DUQUESNE BLVD

Address Line 2: ONE GATEWAY CENTER, SUITE 1200
Address Line 4: PITTSBURGH, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	06315-2302590	
NAME OF SUBMITTER:	Kent E. Baldauf, Jr., Reg. No. 36,082	
SIGNATURE:	/Kent E. Baldauf, Jr./	
DATE SIGNED:	04/25/2023	

## **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT

This is an Assignment, having an effective date of March 1, 2023, by and between:

Touchstone Retirement Group, LLC, a New York limited liability company, having its principal office and place of business at 6500 Sheridan Drive, Suite 118, Williamsville, New York 14221 (the "Assignor"); and

AT Retirement Services, LLC, a Delaware limited liability company (hereafter "Assignee"), having its principal office and place of business at 1251 Waterfront Place, Suite 510, Pittsburgh, Pennsylvania 15222.

Assignor owns certain trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule A, hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all goodwill of Assignor's business associated with said Intellectual Property as set forth in Schedule A together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the validity of any or all of any trademark registrations included in or which issue from said Intellectual Property, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

AT Retirement Services, LLC, as the sole Member and on behalf of Touchstone Retirement Group, LLC

By: Howard Insley

Name: Howard Insley

Title: Secretary

AT Retirement Services, LLC

By: Howard Insley

Name: Howard Insley

Title: Secretary

**RECORDED: 04/25/2023** 

# SCHEDULE A

Registration No.	Date of Registration	Application No.	<u>Mark</u>
5,629,339	Dec. 11, 2018	87730007	TRG and design