

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814380

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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 |
| Highland Private, LLC | | 09/30/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HighTower Holding, LLC | | |
| Street Address: | 200 W. Madison, Suite 2500 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4152859 | HIGHLAND PRIVATE WEALTH MANAGEMENT | |
| Registration Number: | 4382762 | HIGHLAND | |
| Serial Number: | 85308877 | HIGHLAND PRIVATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3124740448 | | |
| <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: | 312-474-6300 | | |
| Email: | cnoble@marshallip.com | | |
| Correspondent Name: | Marshall, Gerstein & Borun LLP | | |
| Address Line 1: | 233 S. Wacker Drive, Suite 6300 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 32222/60160 | | |
| NAME OF SUBMITTER: | Richard M. LaBarge | | |
| SIGNATURE: | /rmlabarge/ | | |
| DATE SIGNED: | 06/01/2023 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of September 30, 2022 (as hereinafter amended, modified or supplemented, this “Assignment”), is entered into by and between Highland Private, LLC, a Delaware limited liability company (“Assignor”), and HighTower Holding, LLC, a Delaware limited liability company (“Assignee”) (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, ownership of certain trademarks identified below, including all rights therein and goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- Assignment.** Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, free and clear of all liens, all right, title, and interest in, to, and under the trademarks listed on **Schedule I** hereto, together with the goodwill that is symbolized by such trademark, including but not limited to renewal rights therein, the right to obtain registrations of such trademarks throughout the world, all rights to causes of action and remedies related to such trademarks including, without limitation the right to sue, obtain relief and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name (the “Assigned Trademarks”).
- Further Acts.** The Parties agree, without further consideration, to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper, or advisable in the view of the other Party to consummate and make effective the assignment contemplated herein; including without limitation the execution of such documents, the filing of such instruments, including the U.S. Patent and Trademark Office, and the taking of any such other actions as may be necessary or appropriate to vest all right, title, and interest in and to all of the Assigned Trademark in Assignee or its assignee, and to consolidate, confirm, and record all aspects thereof.
- Successors and Assigns.** This Assignment shall be binding on and inure to the benefit of the Parties’ respective successors and assigns.
- Severability.** In the event that any one or more of the provisions contained in this Assignment shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of this Assignment shall not be in any way impaired.
- Governing Law.** This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware.
- Counterparts.** Any photocopy, .PDF transmission or other electronic copy of this Assignment shall be treated for all purposes as though it were an executed original. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of electronic transmission shall be treated as though such reproductions are executed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties on the day and year first above written.

Highland Private, LLC

By: John Christianson
Name: John Christianson
Title: Manager

HighTower Holding, LLC

By: HighTower Holding, LLC
Its: Sole Member

By: _____
Name: Scot Kees
Title: Chief Administrative Officer

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties on the day and year first above written.

Highland Private, LLC

By: _____
Name:
Title:

HighTower Holding, LLC

By: HighTower Holding, LLC
Its: Sole Member

By:  _____
Name: Scot Kees
Title: Chief Administrative Officer

SCHEDULE I

1. Registered Trademark: Highland Private Wealth Management (Reg. No. 4,152,859).
2. Registered Trademark: Highland (Reg. No. 4,382,762).
3. Abandoned Trademark: Highland Private (Serial No. 85,308,877).