

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Domani Wealth, LLC		05/08/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Savant Capital, LLC		
Street Address:	190 Buckley Dr.		
City:	Rockford		
State/Country:	ILLINOIS		
Postal Code:	61107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5499477	DOMANI WEALTH	
Registration Number:	5644591	DOMANI WEALTH	
Registration Number:	5504873	TOMORROW'S OPPORTUNITIES START TODAY	
CORRESPONDENCE DATA			
Fax Number:	8156545770		
<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:	8156335300		
Email:	rockmail@reinhardt.com		
Correspondent Name:	REINHART BOERNER VAN DEUREN P.C.		
Address Line 1:	2215 Perrygreen Way		
Address Line 4:	Rockford, ILLINOIS 61107		
NAME OF SUBMITTER:	Timothy P. Naill		
SIGNATURE:	/Timothy P. Naill/		
DATE SIGNED:	06/14/2023		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS dated as of May 9, 2023 (this “**Agreement**”) by and between Domani Wealth, LLC, a Pennsylvania limited liability company (the “**Seller**”), and Savant Capital, LLC, a Delaware limited liability company (“**Savant**”) is effective as of 11:59 P.M. local time in Rockford, Illinois on May 9, 2023.

WHEREAS, Savant, the Seller, Savant Capital Holdings, LLC, a Delaware limited liability company and parent of Savant, Hawthorne Wealth Management Holdings, LLC., a Pennsylvania limited liability company (“**HWM**”), Angela M. Stephenson, Thomas K. Williams, Scott D. Michael, Jennifer L. Hill, Angela R. Berkosky, Christopher M. Stock, Kenneth L. Eshleman and Michael J. Dinan have entered into an Asset Purchase Agreement dated as of March 21, 2023, as amended (the “**Purchase Agreement**”), through which Seller agreed to convey, and Savant agreed to purchase, among other assets, certain trademarks and goodwill of the business associated with such marks, as of the date of this Agreement;

WHEREAS, the Seller is the owner of all rights, title and interests in and to certain trademarks, trade dress and service marks, all goodwill associated with the use of the marks, and as symbolized by the marks including all applications to register, all registrations, and all renewals for them, worldwide, as identified on Schedule A to this Agreement (the “**Marks**”); and

WHEREAS, the Parties wish to record with the U.S. Patent and Trademark Office (the “**USPTO**”) the assignment of Seller’s Marks to Savant pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. The Seller hereby irrevocably conveys, sells, transfers and assigns to Savant, its successors and assigns, without reservation, and Savant accepts, all of the Seller’s rights, title and interests in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks, and all corresponding trademark applications and registrations of these Marks.

2. The Seller further hereby assigns to Savant all rights of any kind whatsoever of Seller accruing under the Marks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, to assert the Marks and to collect any and all royalties, fees, income, payments and any other proceeds, due or accrued, with respect to the Marks, and all rights to damages and profits, due or accrued, arising out of any past, present and future infringements, and the right to sue for and recover the same, and Savant hereby accepts such assignment.

3. The Seller hereby authorizes the USPTO to record and register this Assignment of Trademarks upon request by Savant. Following the date of this Agreement, and upon Savant’s reasonable request, and at Savant’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Savant and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks to Savant, or any assignee or successor thereto.

4. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF DELAWARE.

7. This Agreement is effective as of May 9, 2023 and shall be binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

[Execution Pages to Follow]

SELLER:

DOMANI WEALTH, LLC

By Angela M. Stephenson
Name: Angela M. Stephenson
Title: Chief Operating Officer

STATE OF Pennsylvania :
 : ss
COUNTY OF Lancaster :

On this 8th day of May, 2023 before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Angela M. Stephenson, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Cortley A. Fisher
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Cortley A. Fisher, Notary Public
Lancaster County
My commission expires July 7, 2023
Commission number 1291784
Member, Pennsylvania Association of Notaries

[Signature Page to Trademark Assignment]

BUYER:

SAVANT CAPITAL, LLC

By: [Signature]
Name: Brent R. Brodeski
Title: Chief Executive Officer

STATE OF IL :
COUNTY OF WINNEBAGO : ss
:

On this 8th day of MAY, 2023, before me, a Notary Public in and for the State and County aforesaid, personally appeared Brent R. Brodeski, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

[Signature]
Notary Public



[Signature Page to Trademark Assignment]

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**TRADEMARK
REEL: 008099 FRAME: 0722**

Schedule A
List of Trademarks and Trademark Applications

<u>Federal Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>International Class</u>	<u>Goods or Services</u>	<u>Registration Date</u>
DOMANI WEALTH	87/576,531	August 21, 2017	5,499,477	035 and 036	Services	June 19, 2018
DOMANI WEALTH and Design	87/576,568	August 21, 2017	5,644,591	035 and 036	Service	January 1, 2019
TOMORROW'S OPPORTUNITIES START TODAY	87/608,015	September 14, 2017	5,504,873	035 and 036	Service	June 26, 2018