

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WealthSource Partners, LLC		12/01/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	OneDigital Investment Advisors LLC		
Street Address:	200 Galleria Parkway, Suite 1950		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5207415	WEALTHSOURCE	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048817000		
Email:	kelly.branch@alston.com		
Correspondent Name:	Mary Grace Gallagher		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kelly K. Branch		
SIGNATURE:	/Kelly K. Branch/		
DATE SIGNED:	12/21/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this “*Assignment*”) is dated as of December 1, 2023, by and between WealthSource Partners, LLC, a Nevada limited liability company (“*Assignor*”) and OneDigital Investment Advisors LLC, a Missouri limited liability company (“*Assignee*”), pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, and the other parties thereto, of even date herewith (the “*Asset Purchase Agreement*”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Seller has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks on **Schedule A** attached hereto (“*Trademarks*”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks be made of record in the United States Patent and Trademark Office and any other appropriate governmental or administrative offices as the case may be.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I ASSIGNMENT

The Assignor hereby assigns, transfers, delivers and conveys to the Assignee all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business of the Assignor as symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

ARTICLE II COOPERATION AND RECORDATION

The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Trademarks, as further set forth in Section 8.10 of the Asset Purchase Agreement.

ARTICLE III PRECEDENCE

This Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The terms contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

**ARTICLE IV
GOVERNING LAW**

This Assignment and any disputes hereunder shall be governed by and construed in accordance with the internal Laws of the state of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the state of Delaware. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and venue of the United States District Court for the District of Delaware, or any court of the state of Delaware located in Kent County, Delaware in any such action, suit or proceeding arising out of or relating to this Assignment or any of the transactions contemplated by this Assignment, and agrees that any such action, suit or proceeding shall be brought only in such court. Each party hereto hereby irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum. TO THE EXTENT PERMITTED BY APPLICABLE LAW THEN IN EFFECT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING SEEKING ENFORCEMENT OF SUCH PARTY'S RIGHTS UNDER THIS ASSIGNMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY OR ENTERED INTO IN CONNECTION HEREWITH OR THEREWITH OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**ARTICLE V
COUNTERPARTS**

This Assignment may be executed in several counterparts, each of which when fully executed shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same agreement. Delivery of any signature page in electronic format (including by facsimile, DocuSign and email in .pdf format) shall be deemed equivalent to physical delivery of the original signature page. Any signature page of any counterpart hereof, whether bearing an original signature or an electronic transmission of a signature, may be appended to any other counterpart hereof to form a completely executed counterpart hereof.

****Signature page follows****

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR

WEALTHSOURCE PARTNERS, LLC

Name:

Title:

ASSIGNEE

OneDigital Investment Advisors LLC

DocuSigned by:

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Name: Adam Pannell

Title: Executive Vice President

[Signature Page to IP Assignment]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR

WEALTHSOURCE PARTNERS, LLC

DocuSigned by:
Eric Patton
6745C9DB6DB44A2

Name: Eric Patton

Title: COO

ASSIGNEE

OneDigital Investment Advisors LLC

Name: Adam Pannell

Title: Executive Vice President

[Signature Page to IP Assignment]

TRADEMARK
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SCHEDULE A

Trademarks:

WEALTHSOURCE, U.S. Trademark Reg. No. 5207415, registered May 23, 2017