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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI138571

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilbanks Smith & Thomas Asset Management, LLC		03/31/2024	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Company Name:	Clearstead Advisors, LLC	
Street Address:	1100 Superior Avenue East	
Internal Address:	Suite 1616	
City:	Cleveland	
State/Country:	OHIO	
Postal Code:	44114	
Entity Type:	Limited Liability Company: OHIO	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	4469724	WST	
Registration Number:	4474245	WILBANKS SMITH & THOMAS	
Registration Number:	5069842	THE BRIDGE BETWEEN PROTECTION AND GROWTH	
Registration Number:	4475080	WST ASSET MANAGER	

CORRESPONDENCE DATA

Fax Number: 4048817777

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: +4(048)817-000

Email: trademark-mail@alston.com,kelly.branch@alston.com

Correspondent Name: Mary Grace Gallagher

Address Line 1: 1201 West Peachtree Street Address Line 4: Atlanta, GEORGIA 30309

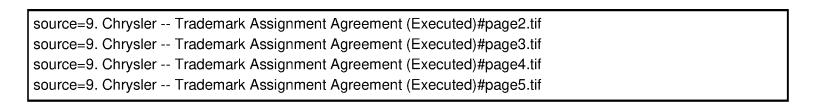
NAME OF SUBMITTER:	KELLY BRANCH
SIGNATURE:	KELLY BRANCH
DATE SIGNED:	04/02/2024

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), is entered into as of March 31, 2024, by and among Clearstead Advisors, LLC, an Ohio limited liability company ("<u>Buyer</u>"), and Wilbanks Smith & Thomas Asset Management, LLC, a Virginia limited liability company ("<u>Seller</u>").

WHEREAS, Buyer and Seller are parties to that certain Asset Contribution and Purchase Agreement, dated as of February 5, 2024 (the "<u>Purchase Agreement</u>"), pursuant to which Seller agreed to sell and assign to Buyer, and Buyer agreed to purchase and assume from Seller, certain assets and liabilities of the Seller, on and subject to the terms and conditions of the Purchase Agreement.

WHEREAS, the Closing under the Purchase Agreement is occurring contemporaneously with the execution and delivery of this Agreement;

WHEREAS, unless otherwise defined herein, capitalized terms used in this Agreement have the meanings given to them in the Purchase Agreement;

WHEREAS, Seller owns all common law rights, title and interests in and to the trademarks, trade dress and service marks listed on <u>Schedule A</u> hereto (the "<u>Marks</u>") and all respective applications and registrations for such Marks, as applicable; and

WHEREAS, Buyer, pursuant to the Purchase Agreement, has acquired Seller's rights, title and interests in and to the Marks and the associated goodwill established by Seller's use of the Marks.

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

- 1. <u>Assignment of Marks</u>. Seller hereby irrevocably sells, assigns, transfers and sets over to Buyer, its successors and permitted assigns, without reservation, all of the Seller's rights, title and interests in and to the Marks and the associated usage and goodwill.
- 2. <u>Assignment of Royalties</u>. Seller further assign to Buyer the right to assert the Marks and to collect for all royalties, fees and other income and all proceeds to past, present and future infringements, and all rights corresponding thereto for the Marks and the corresponding applications and registrations.
- 3. <u>Further Assurances</u>. Seller hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may request, at Buyer's expense, in order to effect, evidence or perfect the assignments set forth in this Agreement, including, without limitation, the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation as to any matters set forth in Section

TRADEMARK REEL: 008387 FRAME: 0423

- 2. No such assignments or instruments shall expand the scope or duration of any representations, warranties or covenants of Buyer or Seller under the Purchase Agreement.
- 4. <u>Registration</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Buyer.
- 5. Purchase Agreement. This Agreement is delivered pursuant to Section 6.1(a)(vi) and Section 6.2(c)(vi) of the Purchase Agreement, and is subject in all respects to the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement (including without limitation the Disclosure Schedules attached thereto). Nothing contained in this Assignment shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants or representations and warranties of any of the parties to the Purchase Agreement as contained in the Purchase Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall take precedence and control.
- 5. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
- 6. <u>Counterparts</u>. This Agreement may be executed and delivered in several counterparts (including by facsimile transmission or .pdf, .jpeg or similar attachment to electronic mail), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.
- 7. <u>Binding Effect</u>. This Agreement shall be binding upon Buyer, Seller and each of their respective permitted successors and assigns. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any other individual or entity, other than the parties to this Agreement and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:
WILBANKS SMITH & THOMAS ASSET MANAGEMENT, LLC
By: Wayne FlWilbanks, Managing Principal
BUYER:
CLEARSTEAD ADVISORS, LLC
Ву:
David C. Fulton, Jr., Chief Executive Officer

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:		
WILBANKS SMITH & THOMAS ASSET MANAGEMENT, LLC		
By: Wayne F. Wilbanks, Managing Principal		
BUYER: CLEARSTEAD ADVISORS, LLC		

By: David C. Fulton, Jr.

David C. Fulton, Jr., Chief Executive Officer

SCHEDULE A

MARKS

Registered Trademarks

Mark	Serial No.	Registration No.
WST	85939035	4469724
WILBANKS SMITH & THOMAS	85936657	4474245
THE BRIDGE BETWEEN	86734816	5069842
PROTECTION AND GROWTH		
WST ASSET MANAGER	85967609	4475080

Unregistered Trademarks

RECORDED: 04/02/2024

WST (word mark and logo treatment)

WST Investment Trust (word mark and logo treatment)

WST Income Fund I, LLC (word mark and logo treatment)

WST Income Fund II, LLC (word mark and logo treatment)

WST Income Fund I Managing Co., LLC (word mark and logo treatment)

WST Income Fund II Managing Co., LLC (word mark and logo treatment)

WSTAM (word mark and logo treatment)

WSTCM Credit Select Risk-Managed Fund (word mark and logo treatment)

WILBANKS SMITH & THOMAS (word mark and logo treatment)

WILBANKS, SMITH & THOMAS ASSET MANAGEMENT, LLC (word mark and logo treatment)

WILBANKS, SMITH & THOMAS ASSET MANAGEMENT, INC. (word mark and logo treatment)

WST WILBANKS SMITH & THOMAS (word mark and logo treatment)

WST WILBANKS SMITH & THOMAS ASSET MANAGEMENT, LLC (word mark and logo treatment)

WST CAPITAL MANAGEMENT (word mark and logo treatment)

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