

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806555

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900765351		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, N.A.		04/11/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GREAT GRAY TRUST COMPANY, LLC		
Street Address:	6725 VIA AUSTI PARKWAY		
Internal Address:	SUITE 260		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4901758	GREAT GREY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	RATKINSON@MTB.COM		
Correspondent Name:	ROBERT C. ATKINSON		
Address Line 1:	ONE M&T PLAZA		
Address Line 2:	8TH FLOOR		
Address Line 4:	BUFFALO, NEW YORK 14203		
NAME OF SUBMITTER:	Robert C. Atkinson		
SIGNATURE:	/Robert C. Atkinson/		
DATE SIGNED:	04/27/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into on April 11, 2023 by and between Wilmington Trust, N.A. ("Assignor") and Great Gray Trust Company, LLC ("Assignee") (Assignor and Assignee are each hereinafter referred to as a "Party," and collectively, as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Cub Buyer, LLC ("Buyer") are parties to that certain Securities Purchase Agreement, dated as of December 19, 2022 (the "Purchase Agreement"), by and among Assignor, Buyer and M&T Bank Corporation (solely with respect to certain sections therein), and, upon the terms and subject to the conditions set forth therein, Assignor has agreed to sell to Buyer, and Buyer has agreed to purchase from Assignor, the Interests (as defined in the Purchase Agreement) of Assignee; and

WHEREAS, in anticipation of the foregoing sale of Assignee, Assignor wishes to sell, convey, transfer and assign to Assignee all right, title and interest in and to the trademarks listed on Schedule A (the "Assigned Marks"), and Assignee wishes to purchase, acquire and accept all of Assignor's right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of Assigned Marks.** Assignor does hereby finally and irrevocably sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby purchase, acquire and accept, all of Assignor's right, title and interest in, to and under the Assigned Marks and all benefits, privileges, causes of action, common law rights and remedies relating thereto, including all rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) all income, royalties, and payments due or payable as of the date hereof or thereafter, (c) seek, recover and retain damages, costs, profits, injunctive relief and other remedies, for past, present and future infringement, misappropriation or other violation of the Assigned Marks, (d) grant licenses or other interests therein and (e) any and all goodwill associated therewith.

2. **Recordation.** Assignor hereby authorizes Assignee to record this Agreement with any relevant governmental authority so as to perfect its ownership of the Assigned Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, to transfer all registrations and registration applications for the Assigned Marks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Agreement.

3. **Subject to Purchase Agreement.** This Agreement is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Purchase Agreement. Nothing in this Agreement is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Assignor and Assignee under the Purchase Agreement. In the event of any

conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

4. Miscellaneous. This Agreement and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Agreement and the negotiation, execution or performance of this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise) in connection therewith, shall be interpreted, construed and governed by and in accordance with, and enforced pursuant to, Section 10.4 of the Purchase Agreement. This Agreement will be binding on and inure solely to the benefit of each Party and its respective successors and permitted assigns. Sections 10.2 (Amendment, Waivers, etc.), 10.3 (Expenses), 10.4(d) (Waiver of Jury Trial), 10.6 (Entire Agreement), 10.7 (Severability), 10.8 (Counterparts and Electronic Signatures) and 10.9 (Remedies) of the Purchase Agreement shall apply, mutatis mutandis.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ASSIGNOR:

WILMINGTON TRUST, N.A.

By: 

Name: Jennifer Warren

Title: Senior Executive Vice President


Date: April 11, 2023

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008051 FRAME: 0638

ASSIGNEE:

GREAT GRAY TRUST COMPANY, LLC

By: 
Name: Jennifer Matz
Title: Chief Compliance Officer
Date: April 11, 2023

Schedule A

Registered Marks

U.S. Reg. No. 4,901,758 Mark: GREAT GREY

Common Law Marks

Mark: BOARDINGPASS

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