# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Burr Wolff, L.P.		112/01/2006	LIMITED PARTNERSHIP: TEXAS

## **RECEIVING PARTY DATA**

Name:	Ryan Valuation Services, LLC	
Street Address:	13155 Noel Road, Suite 100	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75240	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2684012	STS CORPORATE

## **CORRESPONDENCE DATA**

Fax Number: (972)934-8132

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9729340022

Email: michael.li@ryanco.com

Correspondent Name: Ryan Valuation Services, LLC

Address Line 1: 13155 Noel Road, Suite 100

Address Line 4: Dallas, TEXAS 75240

NAME OF SUBMITTER:	Gregory S. Weiss
Signature:	/Gregory S. Weiss/
Date:	05/13/2009

**Total Attachments: 5** 

TRADEMARK REEL: 003986 FRAME: 0851 OF \$40.00 2684012

900133997

source=Trademark Servicemark Assignment#page1.tif source=Trademark Servicemark Assignment#page2.tif source=Trademark Servicemark Assignment#page3.tif source=Trademark Servicemark Assignment#page4.tif source=Trademark Servicemark Assignment#page5.tif

#### TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated December 1, 2006, is between Burr Wolff, L.P. a Texas limited partnership ("Assignor"), and Ryan Valuation Services, LLC, a Delaware limited liability company ("Assignee") (Assignor and Assignee are sometimes collectively referred to as the "Parties" and individually referred to as a "Party").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, executed December 1, 2006 and dated November 22, 2006 (the "APA"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the "Marks") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "Transferred Intellectual Property");

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1. Assignment by Assignor. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.
- 2. <u>Authorization</u>. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for

TRADEMARK ASSIGNMENT - Page 1

DELIB:2758761.1\117016-00008

the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.

Severability: Miscellaneous. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Texas law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee,

[Remainder of page intentionally left blank; signatures and notary follow]

TRADEMARK ASSIGNMENT - Page 2

DELIB:2758761.1\117016-00008

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

Assignor:

BURR WOLFF, L.P.

BY: BURR WOLFF, LLC, ITS GENERAL PARTNER

By: \_\_\_\_\_\_ Look Name: Sea\_ Irela

Its: President & CEO

Assignee:

RYAN VALUATION SERVICES, INC.

By: Brint Ryan

Its: CEO + President

TRADEMARK ASSIGNMENT - Signature Page

110784.1

STATE OF TEXAS §	
COUNTY OF HURYIS §	
BEFORE ME, the undersigned, a Notary Public, of appeared Trebot, personally known to me (or properson who executed the foregoing instrument as the duly General Partner of Burr Wolff, L.P., the company therein nan the free deed and act of said company for the purpose therein intending that this instrument be recorded.  CARLA F. DAVIS  Notary Public, State of Taxas  My Commission Expires  February 07, 2007	authorized officer of Burr Wolff, LLC, which is the ned, and acknowledged to me that the instrument was
STATE OF TEXAS § COUNTY OF DALLAS §	
BEFORE ME, the undersigned, a Notary Public, of appeared C. British Ryan, personally known evidence) to be person who executed the foregoing instrume the company therein named, and acknowledged to me that the for the purpose therein set forth and intending to be legally recorded.	nt as the President of Ryan Valuation Services, LLC, instrument was the free deed and act of said company
KYLE C. HOOPER Notary Public, State of Texas My Commission Expires December 11, 2007  My Commission Expires:	Notary Public in and for the State of Texas  Kyle (! Hoope
<del></del>	Printed Name of Notary Public

TRADEMARK ASSIGNMENT - Schedule A

DELB:2758761.1\117016-00008

Schedule A to Trademark/Servicemark Assignment

RECORDED: 05/13/2009

Registration Number	2684012
Application Number	75684558
Issue Date	02/04/2003
Filing Date	04/14/1999
Mark TyperRegister	Servicemark/Principal
Mark	TS CORPORATE