

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Situs, Inc.		08/01/2011	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Situs Companies LLC		
<b>Street Address:</b>	4665 Southwest Freeway, Suite 200		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77027		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3202017	SITUS	
<b>Serial Number:</b>	77721023	SITUS	
<b>Serial Number:</b>	77720970	SITUS	
<b>Serial Number:</b>	77720434	SITUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)707-7596		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-802-9144		
<b>Email:</b>	jcraft@craftchu.com		
<b>Correspondent Name:</b>	L. Jeremy Craft		
<b>Address Line 1:</b>	1445 North Loop West, Suite 840		
<b>Address Line 4:</b>	Houston, TEXAS 77008		
<b>ATTORNEY DOCKET NUMBER:</b>	199/0		
<b>NAME OF SUBMITTER:</b>	L. Jeremy Craft		

OP \$115.00 3202017

**900198734**

**TRADEMARK  
 REEL: 004596 FRAME: 0740**

Signature:	/199/0/
Date:	08/03/2011
Total Attachments: 5 source=199.0.Assignment.Signed.USPTO#page1.tif source=199.0.Assignment.Signed.USPTO#page2.tif source=199.0.Assignment.Signed.USPTO#page3.tif source=199.0.Assignment.Signed.USPTO#page4.tif source=199.0.Assignment.Signed.USPTO#page5.tif	

## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (hereinafter "Assignment Agreement") is made this 1<sup>st</sup> day of AUGUST, 2011, by and between Situs, Inc., a corporation of Texas (the "Assignor"), and The Situs Companies LLC, a limited liability company of Texas (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and applications for registration set forth in the attached Schedule A (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks including, without limitation, all rights therein at common law, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to sue and recover damages, profits and other remedies for past and future infringement by any third party, any and all rights to royalties, profits, compensations, license fees, or other remuneration of any kind relating to the Trademarks and/or the goodwill under the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and applications for registration set forth in Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor does further hereby give consent to Assignee to take solely in its name all necessary procedures for recording this assignment.

Assignor agrees to execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the registrations and applications for registration set forth in Schedule A.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any

trademark or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

Each party represents and warrants that it has full right, power and authority to enter into this Assignment Agreement and perform all of its obligations hereunder.

This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

SITUS, INC.

THE SITUS COMPANIES LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Martin D. Bronstein

Name: Ralph G. Howard

Title: President

Title: Chief Executive Officer

**ASSIGNOR**

SITUS, INC.

Name: Martin D. Bronstein

Title: President

STATE OF TEXAS :

COUNTY OF HARRIS :

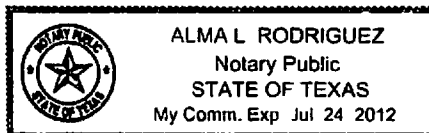
On this 1 day of August, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martin D. Bronstein, known by me to be the person of the above name and the President of Situs, Inc., duly authorized to execute this Assignment Agreement on behalf of Situs, Inc., and who signed and executed the foregoing instrument on behalf of Situs, Inc.

Given under my hand and seal of office this 1 day of August, 2011.

My commission expires: 07/24/2012

By: Alma L. Rodriguez  
Notary Public

[STAMP]



ASSIGNEE

THE SITUS COMPANIES LLC

Name: Ralph G. Howard

Title: Chief Executive Officer

STATE OF TEXAS :

COUNTY OF HARRIS :

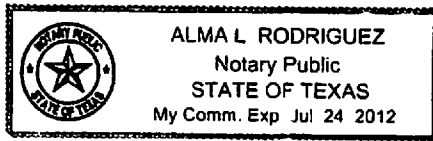
On this 1 day of August, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ralph G. Howard, known by me to be the person of the above name and the Chief Executive Officer of The Situs Companies LLC, duly authorized to execute this Assignment Agreement on behalf of The Situs Companies LLC, and who signed and executed the foregoing instrument on behalf of The Situs Companies LLC.

Given under my hand and seal of office this 1 day of August, 2011.

My commission expires: 07/24/2012

By: Alma L. Rodriguez  
Notary Public

[STAMP]



**SCHEDULE A**

**Trademarks**

List of Trademarks, including application, registration numbers and other identifiers, conveyed under this Assignment.

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SITUS	78849064	March 29, 2006	3202017	January 23, 2007
SITUS & DESIGN	77721023	April 23, 2009	N/A	N/A
SITUS & DESIGN	77720970	April 23, 2009	N/A	N/A
SITUS	77720434	April 23, 2009	N/A	N/A