

## TRADEMARK ASSIGNMENT

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
Webuyhouses.com, Corp		11/05/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	X5 Ventures, LLC		
Street Address:	2140 E. Southlake Blvd.		
Internal Address:	Suite L615		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3235523	WEBUYHOUSES.COM	
Registration Number:	3149336	WE BUY HOUSES	
CORRESPONDENCE DATA			
Fax Number:	2147220460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	817-800-5455		
Email:	jeremy@x5ventures.com		
Correspondent Name:	Jeremy Brandt		
Address Line 1:	2140 E. Southlake Blvd.		
Address Line 2:	Suite L615		
Address Line 4:	Southlake, TEXAS 76092		
NAME OF SUBMITTER:	Jeremy Brandt		
Signature:	/jeremy brandt/		

Date:

12/13/2012

**Total Attachments: 6**

source=Howard - Bill of Sale#page1.tif

source=Howard - Bill of Sale#page2.tif

source=Howard - Bill of Sale#page3.tif

source=Howard - Bill of Sale#page4.tif

source=Howard - TM Assignment#page1.tif

source=Howard - TM Assignment#page2.tif

BILL OF SALE, ASSIGNMENT, AND CONTRIBUTION

This Bill of Sale, Assignment, and Contribution (this "Bill of Sale") is effective as of November 5, 2012, and given by WeBuyHouses.com Corp., a Florida corporation and Howard Gordon ("Grantor"), to X5 Ventures LLC, a Texas Limited Liability Company ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into that certain Agreement of Purchase and Sale of Certain Corporate Assets (the "APA"; capitalized terms not otherwise defined herein shall have the respective meanings set forth in the APA); and

WHEREAS, upon and subject to the terms of the APA, Grantor desires to sell to Grantee, all of Grantor's rights, privileges, claims, and benefits under certain assets owned by Grantor identified on Exhibit A being the same assets set forth in the APA (collectively, the "Assets");

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Grantee and Grantor hereby agree as follows:

**ARTICLE I**  
**TRANSFER OF ASSETS**

Effective as of November 5, 2012, and upon and subject to the terms of the APA, Grantor shall, and does hereby, sell, convey, transfer, assign, and contribute to Grantee all of the Grantor's ownership, rights, powers, privileges to the Assets, free and clear of all liens, pledges and encumbrances, to have and to hold all and singular said Assets hereby granted, bargained, sold, conveyed, transferred, assigned, delivered, and contributed unto Grantee, its successors, and assigns, to its use and benefit forever.

**ARTICLE II**  
**TITLE TO ASSETS**

Grantor warrants that title to the (i) the Assets are free and clear of all liens, pledges and encumbrances and will defend the same against the claims and demands of any person, and (ii) all of Grantor's ownership, rights, powers, privileges to the Assets are hereby granted to Grantee, subject to the terms of the Trademark Transfer/Assignment Agreement entered into by and between the parties on November 5, 2012 as to the trademarks listed on Exhibit A..

**ARTICLE III**

## RIGHT OF RESCISSION

~~Grantee shall have the right to rescind the transaction if Grantor is unable to transfer all Assets to the Grantee without charge to the Grantee. Grantee must exercise its right to rescind the transaction within thirty (30) days after the Closing by sending written notice to the Grantor. If Grantee does not provide such notice to the Grantor within such period, Buyer shall be deemed to have waived its right to rescind the transaction.~~

## ARTICLE IIIV MISCELLANEOUS

Without limiting the provisions of Article II, Grantor from time to time hereafter and without further consideration, upon reasonable written request of Grantee or its successors or assigns, covenants and agrees to execute and deliver to Grantee, at Grantee's sole and absolute cost, all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more fully assure to Grantee or Grantee's successors or assigns, all of the Assets herein and hereby granted or intended so to be, and the performance of all obligations of Grantor herein, including, without limitation, executing separate assignments of individual permits that are included in the Assets and which are reasonably necessary or desirable to facilitate the recognition of Grantee's ownership of the Assets by all third parties. Such separate assignments (i) shall evidence the conveyance and assignment of the applicable Assets herein made and shall not constitute an additional conveyance or assignment of the Assets, (ii) are not intended to modify, and shall not modify, any of the terms, covenants, and conditions herein set forth, and (iii) shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in the separate assignments.

*[signature page to follow]*

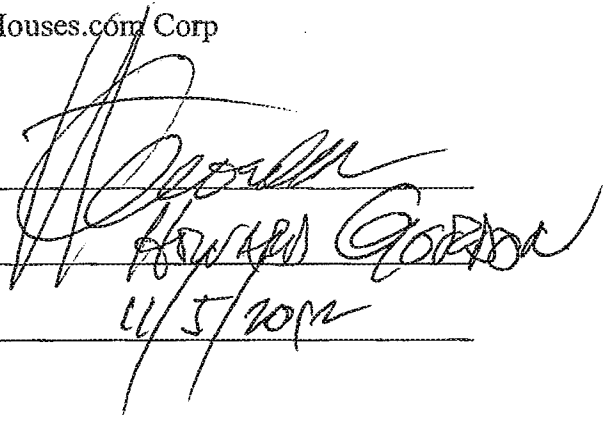
IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the date first above written.

WeBuyHouses.com Corp

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Howard Gordon  
11/5/2012

## EXHIBIT A

### TANGIBLE PERSONAL PROPERTY

- 1) Any graphic design, print, or other assets showing the use of We Buy Houses
- 2) All other tangible personal property related to We Buy Houses.

### INTELLECTUAL PROPERTY

- 1) The phone number 1-877-932-8946, which is a "vanity number" that spells 1-877-WeBuyHouses
- 2) The We Buy Houses brand
- 3) All Federal and State Trademark filings related to We Buy Houses, including but not limited to:
  - a. Federal Trademark s/n 78073479 (WE BUY HOUSES)
  - b. Federal Trademark s/n 76491672 (WEBUYHOUSES.COM)
  - c. Florida State Trademark WEBUYHOUSES.COM
- 4) Domain name registrations for:
  - a. WeBuyHouses.com
  - b. webuyhouses.com
  - c. webuyhouses.com.cn
  - d. webuyhouses.tw
  - e. webuyhouses.com.tw
  - f. webuyhouses.bz
  - g. webuyhouses.eu.com
  - h. webuyhouses.cc
  - i. webuyhouses.gs
  - j. webuyhouses.ms
  - k. webuyhouses.tc
  - l. webuyhouses.tv
  - m. webuyhouses.vg
  - n. webuyhouses.cn
- 5) Any domain registrations owned by Seller which contain the words "We", "Buy", and "Houses/House/Home/Homes" in them.
- 6) Any other intellectual property rights associated with the toll-free phone number 1-877-932-8946, the domain WeBuyHouses.com and the We Buy Houses brand.

## TRADEMARK TRANSFER / ASSIGNMENT

This Transfer / Assignment Document ("**Assignment**"), dated and effective as of November 5, 2012 is entered by and between WeBuyHouses.com Corp. ("**Assignor**") and X5 Ventures, LLC ("**X5**" or "**Assignee**"). For valuable consideration the receipt and sufficiency of which Assignor and Assignee specifically acknowledge, outlined in more detail within the Agreement of Purchase and Sale of Certain Corporate Assets executed by the parties on or about October 13, 2012, Assignor and Assignee agree as follows:

**Assignor** owns trademark rights in the marks WE BUY HOUSES and WEBUYHOUSES.COM, including United States Trademark Registrations for WE BUY HOUSES (Registration No. 3,149,336) and WEBUYHOUSES.COM (Registration No. 3,235,523), and other related intellectual property (the "**Trademarks**") relating to real estate and investment services offered under the Trademarks.

**Assignor** hereby represents and warrants: (a) it has not previously assigned or transferred any intellectual property rights it may have relating to the Trademarks; (b) it is transferring all intellectual property rights it may have in and to the Trademarks to Assignee; and (c) Assignor has no knowledge of any third party claims or rights in and to the Trademarks.

**Assignor** expressly disclaims: (a) any representation or warranty as to the validity of the Trademarks; and (b) any representation or warranty that the Trademarks have not, do not and/or will not infringe any third party intellectual property rights, including patent, trademark, service mark, trade name, trade dress or other intellectual property right or proprietary right; and

**Assignee** wishes to acquire the Trademarks including all of the goodwill of the business with which the Trademarks are used, including any and all causes of action or claims, and the right to pursue said causes of action and claims that relate to infringement, misuse or unauthorized use of the Trademarks.

1. **Grant of Rights.** Assignor grants, conveys, transfers, alienates, sells and assigns to Assignee any and all of Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademarks, together with the entire goodwill of the business symbolized thereby, including but not limited to (i) the right to record or register the assignments made under this Assignment; (ii) the right to enforce, sue for, collect and retain damages predicated on past, present or future infringements of the Trademarks, as well as all other claims and rights to damages associated with the Trademarks, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Trademarks, in all media (now or subsequently existing) and languages (human or computer). Assignee hereby accepts this assignment.

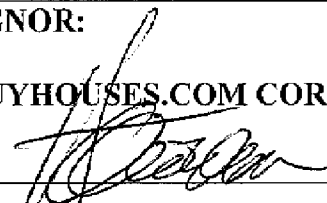
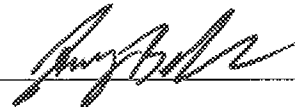
2. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, or other right, title or interest whatsoever in the Trademarks and, upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) whether currently existing or arising or recognized in the future to Assignee.

3. **Binding Effect.** This Transfer/Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors.

4. **Mutual Cooperation.** Assignor and Assignee shall cooperate fully with one another in carrying out the intent, purpose and terms of this Transfer/Assignment, including providing

information and executing documents provided by Assignor to assist Assignee in its efforts to protect, register, perfect, use and otherwise enforce or commercialize the rights assigned.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Transfer/Assignment by and through their duly authorized officers as of the date first set forth above.

<p><b>ASSIGNOR:</b></p> <p><b>WEBUYHOUSES.COM CORP.</b></p> <p>By: <u></u></p> <p>Title: <u>PRESIDENT</u></p>	<p><b>ASSIGNEE:</b></p> <p><b>X5 VENTURES, LLC</b></p> <p>By: <u></u></p> <p>Title: <u>President</u></p>
--	--