#### 900269071 10/16/2013

### 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
Fiserv, Inc.		03/20/2013	CORPORATION: WISCONSIN

#### **RECEIVING PARTY DATA**

Name:	Fiserv CSW, LLC
Street Address:	125 Cambridge Park Drive
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02140
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	2315883	CASA	
Registration Number:	2166972	CASE-SHILLER	
Registration Number:	3312569	CASE-SHILLER INDEXES	
Registration Number:	3953481	CSI	

# **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: ipdocket@foxrothschild.com

Correspondent Name: Michael J. Leonard

Address Line 1: 997 Lenox Drive, Building 3

Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

NAME OF SUBMITTER:	Michael J. Leonard
TV till of obbinities.	TRADEMARK

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Signature: /michael leonard/	
Date:	10/16/2013
Total Attachments: 3 source=Fiserv Trademark Assignment (Executed)#page1.tif source=Fiserv Trademark Assignment (Executed)#page2.tif source=Fiserv Trademark Assignment (Executed)#page3.tif	

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of March 20, 2013 between FISERV, INC., a Wisconsin corporation ("Assignor"), and FISERV CSW, LLC, a Delaware limited liability company ("Assignee").

#### RECITALS

- A. Assignor is the sole member of Assignee, and Assignee is a wholly-owned subsidiary of Assignor.
  - B. Assignor is the owner of the Assigned Trademarks (as defined below).
- C. Assignor desires by execution of this Assignment to confirm the assignment of all right, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's right, title, and interest in the Assigned Trademarks to Assignee.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

- 1. <u>Definition of the Assigned Trademarks</u>. The term "<u>Assigned Trademarks</u>" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past, present or future infringements thereof.
- 2. <u>Assignment of the Assigned Trademarks</u>. Assignor hereby assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks. Assignor assigns and transfers the right and title to and interest in the Assigned Trademarks "as is" and makes no representations or warranties hereunder related to the Assigned Trademarks.
- 3. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.
- 4. <u>Facsimile Signature; Counterparts</u>. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

FISERY, INC

BY

ASSIGNEE:

FISERY CSW, LLC

BY FISERV SOLUTIONS, INC., its sole

member

BY

James W. Cox, its Executive Vice

President

### APPENDIX A

# ASSIGNED TRADEMARKS

# Registered Marks

Registered Trademarks	Filing Jurisdiction	Registration #	Reg. Date	Record Owner
CASA®	U.S.	2315883	02/08/2000	Fiserv, Inc.
Case-Shiller®	U.S.	2166972	06/23/1998	Fiserv, Inc.
Case-Shiller®	Japan	5324762	05/21/2010	Fiserv, Inc.
Case-Shiller Indexes®	U.S.	3312569	10/16/2007	Fiserv, Inc.
CSI®	U.S.	3953481	05/03/2011	Fiserv, Inc.

# Common Law Marks

- 1. CSW<sup>SM</sup>
- $2. \quad \widetilde{CS}^{SM}$
- 3. Case Shiller Weiss<sup>SM</sup>
- 4. Homesight Property Condition Report
- 5. Portfolio Valuation Services
- 6. ValuScore
- 7. ValuServ Range
- 8. ValuServ

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**RECORDED: 10/16/2013** 

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