

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Fraser		02/20/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Banc of California, National Association		
Street Address:	18500 Von Karman Ave., Suite 1100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4122782	RENOVATIONREADY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	John.Grosvenor@bancofcal.com		
Correspondent Name:	John Grosvenor		
Address Line 1:	18500 Von Karman Ave., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	John Grosvenor		
SIGNATURE:	/John Grosvenor/		
DATE SIGNED:	03/17/2014		
Total Attachments: 2			
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source=Assignment of Trademark_300dpi executed#page2.tif			

OP \$40.00 4122782

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 20th day of February, 2014 (the "Effective Date") by and between James Fraser, an individual residing at 450 La Loma Road, Pasadena, CA 91105 ("Assignor") and Banc of California, National Association, a national bank with its principal place of business at 18500 Von Karman Ave. Ste. 1100, Irvine, CA 92612 ("Assignee").

- A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. registered service mark, RenovationReady (USPTO Registration No. 4122782) (the "Mark"); and
- B. WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

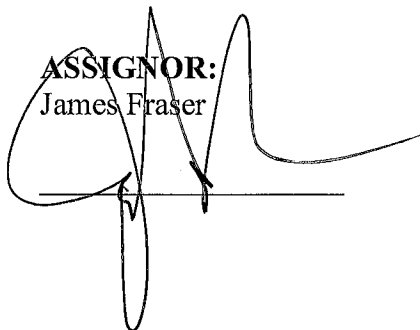
NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
- 2. Assignor represents and warrants that:
 - (a) Assignor owns the entire right, title and interest in and to the Mark;
 - (b) The registration for the Mark is currently valid and subsisting and in full force and effect;
 - (c) There are no liens or security interests against the Mark; and
 - (d) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any rights with respect to the Mark to any other person or entity.
- 3. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
- 4. Miscellaneous.
 - (a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the parties relating to the subject matter of this Agreement.
 - (b) No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

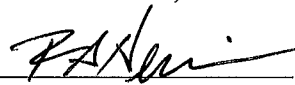
- (c) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts with competent jurisdiction in Orange County, California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ASSIGNOR:
James Fraser

A handwritten signature in black ink, appearing to read 'James Fraser', written over a horizontal line. The signature is stylized with a large loop at the beginning and a long tail.

ASSIGNEE:
Banc of California, National Association

By: 
Name: Richard Herrin
Title: Executive Vice President