OP \$40.00 3833674

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM298824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CoreLogic Credco, LLC		09/12/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	One Technologies, L.P.	
Street Address:	8144 Walnut Hill Lane, Suite 600	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75231	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3833674	NATIONALCREDITREPORT.COM

CORRESPONDENCE DATA

Fax Number: 2146510853

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

US Mail.

Phone: 214-651-5262

Email: ipdocketing@haynesboone.com

Correspondent Name: Lisa Normand Congleton
Address Line 1: Haynes and Boone, LLP
Address Line 2: 2323 Victory Ave., Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	0046623.00TBD
NAME OF SUBMITTER:	Lisa Normand Congleton
SIGNATURE:	/Lisa Normand Congleton/
DATE SIGNED:	03/21/2014

Total Attachments: 3

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> TRADEMARK REEL: 005241 FRAME: 0378

TRADEMARK AND DOMAIN NAME TRANSFER AGREEMENT

This Domain Name Transfer Agreement (this "Agreement") is made and entered into as of September _____, 2013 ("Effective Date"), by and between CoreLogic Credco, LLC, 40 Pacifica, Suite 900, Irvine, California 92618 ("Assignor") and One Technologies, L.P., 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231 ("Assignee"), (collectively, the "Parties," or individually, a "Party").

WHEREAS, Assignor and/or its subsidiaries is the exclusive owner of the domain name NATIONALCREDITREPORT.COM (the "Domain Name") and the trademark NATIONALCREDITREPORT.COM & Design, U.S. Trademark Registration Number 3,833,674 (the "Mark");

WHEREAS, the Parties entered into that certain Trademark and Domain Name License Agreement (the "License Agreement"), dated as of July 1, 2013, which is incorporated herein by reference;

WHEREAS, pursuant to Section 3.5 (Option to Purchase Domain Name and Mark) of the License Agreement, on August 29, 2013 (the "**Option Date**"), Assignee exercised its option to purchase the Domain Name and Mark by paying to Assignor the full Domain Name and Mark Purchase Price set forth in Section 3.4 (Domain Name and Mark Purchase Price) of the License Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor;

WHEREAS, pursuant to Section 3.5 of the License Agreement, the Parties shall enter into this Agreement within fifteen days of the Option Date, effectuating the transfer of the Domain Name and Mark; and

WHEREAS, the Parties desire to accomplish such transfer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment.</u> Assignor hereby irrevocably assigns, conveys and transfers to Assignee and its successors and assigns all right, title and interest in and to the Domain Name and Mark, together with any goodwill associated therewith and symbolized thereby. In addition, Assignor shall take any reasonable actions and execute such additional documents as requested by Assignee that are necessary or appropriate to secure to Assignee or its successors and assigns the rights hereby transferred.
- 2. <u>Purchase Price</u>. In accordance with Section 3.4 of the License Agreement, the purchase price for the Domain Name and Mark shall be One Million Two Hundred Fifty Thousand

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Dollars (\$1,250,000.00 USD), which Assignee paid to Assignor on the Option Date and the receipt and sufficiency is hereby acknowledged by Assignor.

- 3. <u>Cessation of Use by Assignor</u>. Assignor and its subsidiaries shall cease from using the Domain Name and Mark or any combination of letters thereof that is similar to the Domain Name Mark, as a domain name, email address, metatag, keyword, social network username, business name, corporate name, trade name or trademark.
- 4. <u>Representation/Warranty</u>. Assignor represents and warrants that all right, title, and interest herein conveyed by Assignor are free and clear of any encumbrances and that Assignor and/or its subsidiaries have the full power to convey the same as herein expressed. All other representations and warranties (express or implied) are waived.
- 5. <u>Indemnification</u>. Assignee agrees to defend, indemnify, and hold harmless Assignor, its officers, directors, employees, consultants, agents, or other partners, from and against any claims, actions, liability, damages and/or demands, including without limitation reasonable legal and accounting fees, made by any third party due to or resulting from Assignee's use of and/or in connection with the Domain Name and Mark on or after the Effective Date, Assignee's violation of the rights of others on or after the Effective Date, the terms of this Agreement or any intellectual property or other right of any person or entity.
- 6. <u>Governing Law; Forum.</u> This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles. Venue for any dispute concerning, involving, or in any way implicating this Agreement shall lie exclusively in the federal and state courts located in California.
- 7. <u>Severability</u>. If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 8. <u>Waiver</u>. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement is deemed a waiver of any proceeding or succeeding breach of the same or any other provision.
- 9. <u>Entire Agreement: Amendments.</u> This Agreement constitutes the complete and exclusive agreement between the Parties regarding the subject matter and any and all prior and contemporaneous representations, discussion and writings are superseded by this Agreement. This Agreement may be modified only in writing and signed by both Parties.

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- 10. <u>Headings; Joint Drafters</u>. Headings at the beginning of each section and subsection are solely for convenience and shall have no effect upon construction or interpretation of this Agreement. The Parties acknowledge that this Agreement was prepared by both Parties jointly.
- 11. <u>Execution</u>. This Agreement may be executed in one or more counterparts (including by means of telecopies or ".pdf" signature pages), when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement.

ASSIGNOR:

CORELOGIC CREDCO, LLC

Name:

Title: SV

ASSIGNEE:

ONE TECHNOLOGIES, L.P.

Name

Title: (hie F

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RECORDED: 03/21/2014

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