

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WhiteFence, Inc.		11/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Badger I, LLC.		
Street Address:	4 Concourse Pkwy,		
Internal Address:	Suite 410		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3261468	ACCELERATE YOUR MOVE	
Registration Number:	3154476	BEST PRICE CONNECT	
Registration Number:	3194991	MOVE ENGINE	
Registration Number:	3465789	WHITEFENCE	
Registration Number:	3143443	WHITEFENCE	
Registration Number:	3465790	WHITEFENCE YOUR HOME. YOUR LIFE. CONNECT	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-233-7000		
Email:	MMMIPDocket@system.foundationip.com		
Correspondent Name:	Daniel E. Sineway		
Address Line 1:	3343 Peachtree Rd, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	12601-99175		
NAME OF SUBMITTER:	Daniel E. Sineway		
SIGNATURE:	/Daniel E. Sineway/		
DATE SIGNED:	06/02/2014		

CH \$165.00 3261468

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the Effective Date set forth below, by WhiteFence, Inc., a Delaware corporation ("*Assignor*").

WHEREAS, Assignor and Badger I LLC, a Delaware limited liability company ("*Assignee*") entered into a certain Asset Purchase Agreement dated as of October 28, 2013 (the "*Agreement*"), pursuant to which Assignor has agreed to grant Assignee all of Assignor's right, title and interest in and to all of the registered and unregistered trade names, logos, trademarks and service marks and trademark and service mark registrations and applications therefor listed in Schedule 1, including but not limited to the right to recover for past infringement throughout the world (the "*Trademarks*"); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks; and

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

(a) Assignor hereby assigns and sells to assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals and extensions thereof, as fully and entirely as the same would have been held by Assignors had this assignment and transfer not been made.

(b) At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

(c) Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all reasonably requested steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the effective date of this assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. Miscellaneous. If any provision of this assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware without regard to conflicts of laws provisions thereof.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date set forth below.

Effective Date: Nov. 15, 2013

"ASSIGNOR"

WHITEFENCE, INC.

By: [Signature]

Name: ROBERT L. HARRIS

Title: CHIEF EXECUTIVE OFFICER

ACKNOWLEDGMENT

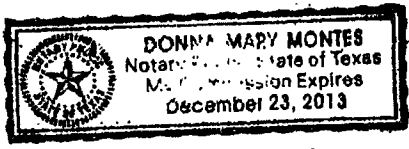
Please note, the notary's name should be typed after "before me," ...

State of Texas)
County of Harris) ss:

On this 15th day of November 2013, the undersigned, personally appeared before me Robert L. Harris, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature] (Seal)
Notary Public



SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

TRADEMARKS

1. Mark: **ACCELERATE YOUR MOVE**
Registration No.: 3,261,468
Registration Date: July 10, 2007
2. Mark: **BEST PRICE CONNECT**
Registration No.: 3,154,476
Registration Date: October 10, 2006
3. Mark: **MOVE ENGINE**
Registration No. 3,194,991
Registration Date: January 2, 2007
4. Mark: **WhiteFence and Design**
Registration No.: 3,465,789
Registration Date: July 15, 2008
5. Mark: **WhiteFence (Letters Only)**
Registration No.: 3,143,443
Registration Date: September 12, 2006
6. Mark: **WhiteFence and Design (Your Home, Your Life, Connected.)**
Registration No.: 3,465,790
Registration Date: July 15, 2008