

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mortgage Resource Center, Inc.		10/01/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ellie Mae, Inc.		
<b>Street Address:</b>	4155 Hopyard Road, Suite 200		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77150456	ALLREGS	
<b>Serial Number:</b>	74305441	ALLREGS	
<b>Serial Number:</b>	77150491	ALLREGS	
<b>Serial Number:</b>	77150511	ALLREGS	
<b>Serial Number:</b>	77150536	ALLREGS	
<b>Serial Number:</b>	77150556	ALLREGS	
<b>Serial Number:</b>	77222617	ALLREGS FAST RELIABLE ANSWERS	
<b>Serial Number:</b>	78528990	FIRSTPASS	
<b>Serial Number:</b>	78627900	INVESTORLIBRARY	
<b>Serial Number:</b>	85770031	INVESTORLIBRARY	
<b>Serial Number:</b>	78524214	IPUBLISH	
<b>Serial Number:</b>	85013037	MARKET CLARITY	
<b>Serial Number:</b>	78571511	MORTGAGEMENTOR	
<b>Serial Number:</b>	85725003	OURLIBRARY	
<b>Serial Number:</b>	78524223	OURLIBRARY	
<b>Serial Number:</b>	78524204	PROGUIDES	
<b>Serial Number:</b>	78571526	RECORDRIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 77150456

**Fax Number:** 6123351657

***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.***

**Phone:** 612-335-1799

**Email:** trademark.MPL@stinsonleonard.com

**Correspondent Name:** Ruth Rivard, Attorney MN State Bar

**Address Line 1:** Stinson Leonard Street LLP

**Address Line 2:** 150 South Fifth Street, Suite 2300

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	2058695
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<b>NAME OF SUBMITTER:</b>	Ruth Rivard
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<b>SIGNATURE:</b>	/Ruth Rivard/
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<b>DATE SIGNED:</b>	10/17/2014
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**Total Attachments: 7**

source=10\_01\_2014 TM Assignment\_Assignor Mortgage Resource Center Inc dba AllRegs and Assignee Ellie Mae Inc#page1.tif

source=10\_01\_2014 TM Assignment\_Assignor Mortgage Resource Center Inc dba AllRegs and Assignee Ellie Mae Inc#page2.tif

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of October 1, 2014 (the "Effective Date"), is made by and between MORTGAGE RESOURCE CENTER, INC. (D/B/A ALLREGS), a Minnesota corporation ("Assignor"), and ELLIE MAE, INC., a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, the Assignor, Glenn Ford, and Assignee, have entered into that certain Asset Purchase Agreement, dated as of August 7, 2014 (the "Purchase Agreement"), providing for the acquisition of assets and assumption of certain liabilities of the Assignor by the Assignee;

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignor and the Assignee have agreed to deliver this Agreement; and

WHEREAS, Assignor is the record owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the "Trademarks");

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. At Assignee's reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

MORTGAGE RESOURCE CENTER, INC.  
(D/B/A ALLREGS)

By 

Name: Jeffrey H. Hoerster

Title: President

ELLIE MAE, INC.

By \_\_\_\_\_

Name:

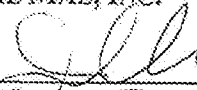
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

MORTGAGE RESOURCE CENTER, INC.  
(D/B/A ALLREGS)

By \_\_\_\_\_  
Name: Jeffrey H. Hoerster  
Title: President

ELLIE MAE, INC.

By  \_\_\_\_\_  
Name: Jonathan Carr  
Title: President & COO

**Schedule A  
LIST OF TRADEMARKS**

<u>Trademark Date</u>	<u>Status App Date Client/Matter No.</u>	<u>App Number Reg Number</u>	<u>Reg</u>
ALLREGS (Class 41) Apr-2007 <i>Country:</i> United States of America Dec-2007 <i>Classes:</i> 41 Int.	Registered  58695-11	77/150,456  3,355,858	06-  18-
ALLREGS (Classes 09, 42) Aug-1992 <i>Country:</i> United States of America Dec-1993 <i>Classes:</i> 09 Int., 42 Int.	Registered  58695-9	74/305,441  1,809,839	17-  07-
ALLREGS and Design (Class 36) Apr-2007 <i>Country:</i> United States of America Dec-2007 <i>Classes:</i> 36 Int.	Registered  58695-12	77/150,491  3,355,860	06-  18-
ALLREGS and Design (Class 38) Apr-2007 <i>Country:</i> United States of America Dec-2007 <i>Classes:</i> 38 Int.	Registered  58695-13	77/150,511  3,355,861	06-  18-
ALLREGS and Design (Class 41) Apr-2007 <i>Country:</i> United States of America Dec-2007 <i>Classes:</i> 41 Int.	Registered  58695-14	77/150,536  3,355,862	06-  18-
ALLREGS and Design (Class 42) Apr-2007 <i>Country:</i> United States of America Dec-2007 <i>Classes:</i> 42 Int.	Registered  58695-15	77/150,556  3,355,863	06-  18-
ALLREGS FAST RELIABLE ANSWERS (and Design) 2007 <i>Country:</i> United States of America May-2008 <i>Classes:</i> 36 Int.	Registered  58695-16	77/222,617  3,421,833	05-Jul-  06-

<b>FIRSTPASS</b> Dec-2004 <i>Country:</i> United States of America Oct-2006 <i>Classes:</i> 42 Int.	Registered 58695-6	78/528,990 3,160,352	08- 17-
<b>INVESTORLIBRARY</b> May-2005 <i>Country:</i> United States of America Mar-2007 <i>Classes:</i> 36 Int.	Registered 58695-10A	78/627,900 3,220,913	11- 20-
<b>INVESTORLIBRARY</b> Nov-2012 <i>Country:</i> United States of America May-2013 <i>Classes:</i> 36 Int.	Registered 58695-10B	85/770,031 4,334,975	02- 14-
<b>IPUBLISH</b> Nov-2004 <i>Country:</i> United States of America <i>Classes:</i> 41 Int.	Abandoned 58695-4	78/524,214	30-
<b>MARKET CLARITY</b> Apr-2010 <i>Country:</i> United States of America Apr-2011 <i>Classes:</i> 42 Int.	Registered 58695-34	85/013,037 3,952,425	13- 26-
<b>MORTGAGEMENTOR</b> Feb-2005 <i>Country:</i> United States of America Nov-2006 <i>Classes:</i> 36 Int.	Registered 58695-7	78/571,511 3,178,210	21- 28-
<b>OURLIBRARY</b> Sep-2012 <i>Country:</i> United States of America Apr-2013 <i>Classes:</i> 36 Int., 38 Int.	Registered 58695-5A	85/725,003 4,329,209	10- 30-
<b>OURLIBRARY</b> Nov-2004 <i>Country:</i> United States of America 12-Sep-2006 <i>Classes:</i> 36 Int., 38 Int.	Registered 58695-5B	78/524,223 3,143,697	30-
<b>PROGUIDES</b> Nov-2004 <i>Country:</i> United States of America 13-Mar-2007 <i>Classes:</i> 36 Int., 38 Int.	Registered 58695-3	78/524,204 3,218,670	30-



RECORDRIGHT

*Country:* United States of America  
*Classes:* 36 Int.

Abandoned  
21-Feb-2005  
58695-8

78/571,526