

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331229

<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>
Move, Inc.		12/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Builders Digital Experience LLC		
<b>Street Address:</b>	11900 N. Ranch Rd. 620		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78750		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3039975	HOMEBUILDER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062046262		
<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>			
<b>Phone:</b>	2062046200		
<b>Email:</b>	docketing@bgllp.com, jennifer.ashton@bgllp.com, erin.hennessy@bgllp.com, lily.hadley@bgllp.com, edgar.cantu@bgllp.com		
<b>Correspondent Name:</b>	Jennifer Ashton		
<b>Address Line 1:</b>	701 Fifth Avenue, Suite 6200		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>NAME OF SUBMITTER:</b>	Jennifer Ashton		
<b>SIGNATURE:</b>	/Jennifer Ashton/		
<b>DATE SIGNED:</b>	02/05/2015		
<b>Total Attachments: 4</b>			
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OP \$40.00 3039975

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (“**Assignment**”), dated as of December 31, 2014 (the “**Effective Date**”) is made by Move, Inc. (“**Assignor**”), in favor of Builders Digital Experience LLC (“**Assignee**”). In accordance with that certain Purchase Agreement by and between Move, Inc. and Builder Homesite, Inc. (“**BHI**”), and in order to formalize the contribution and transfer by Assignor to Assignee of that certain HOMEBUILD.COM service mark, the undersigned agree as follows:

### **1. Contribution of Mark.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and effective upon the execution of this Assignment by all parties named below, Assignor hereby contributes and assigns to Assignee all of Assignor’s right, title and interest in and to (i) the HOMEBUILD.COM Mark, (ii) the Registration, (iii) the homebuilder.com domain name, including the current registration thereof, (iv) any and all good will of the business connected with the use of or otherwise symbolized by the HOMEBUILD.COM Mark and not previously contributed or assigned to Assignee, (v) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (vi) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (vii) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

As used in this Assignment, the “**HOMEBUILD.COM Mark**” means the term HOMEBUILD.COM.

As used in this Assignment, the “**Registration**” means service mark registration number 3039975 as issued by the U.S. Patent & Trademark Office. Assignor hereby represents to the LLC that Assignor has all corporate power and authority necessary to execute and deliver this Assignment.

### **2. Further Cooperation.**

Each of the undersigned shall, at any time and from time to time, execute, acknowledge and deliver such further instruments, and perform such additional acts, as one or more of the other undersigned may reasonably request in order to effectuate the intent of this Assignment, including executing such documents as are reasonably necessary or customary to register transfer of ownership on the records of the U.S. Patent & Trademark Office.

### **3. Terms of the Purchase Agreement.**

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the subject matter of this Assignment. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

### **4. Counterparts.**

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

### **5. Successors and Assigns.**

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

### **6. Governing Law.**

This Assignment shall be governed by the laws of the State of Delaware without regard to the conflict of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

This Assignment is executed by the undersigned to be effective as of the Effective Date.

**ASSIGNOR:**

Move, Inc.

By: \_\_\_\_\_

Name:

Title:

**ASSINGNEE:**

Builders Digital Experience LLC

By: \_\_\_\_\_

Name: Gregory Miller

Title: VP, CFO

**BHI:**

Builder Homesite, Inc.

By: \_\_\_\_\_

Name: Gregory Miller

Title: VP, CFO

This Assignment is executed by the undersigned to be effective as of the Effective Date.

**ASSIGNOR:**

Move. Inc.

By: Rachel Glaser  
Name: Rachel Glaser  
Title: CFO

**ASSINGNEE:**

Builders Digital Experience LLC

By: \_\_\_\_\_  
Name:  
Title:

**BHI:**

Builder Homesite, Inc.

By: \_\_\_\_\_  
Name:  
Title: