

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Leader, Inc.		06/30/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	ActiveRain, Inc.		
Street Address:	2211 Rimland Drive		
Internal Address:	Suite 124		
City:	Bellingham		
State/Country:	WASHINGTON		
Postal Code:	98226		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3543443	ACTIVERAIN	
Registration Number:	3810589	RAINCAMP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2066791895		
Email:	matt@schnellerip.com		
Correspondent Name:	Matt Schneller		
Address Line 1:	PO Box 1449		
Address Line 4:	Franklin, TENNESSEE 37065		
NAME OF SUBMITTER:	Matt Schneller		
SIGNATURE:	/Matt Schneller/		
DATE SIGNED:	07/01/2015		
Total Attachments: 4			
source=IP Assignment Agreement (Fully Executed)#page1.tif			
source=IP Assignment Agreement (Fully Executed)#page2.tif			
source=IP Assignment Agreement (Fully Executed)#page3.tif			

OP \$65.00 3543443

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of June 30, 2015 is made by Market Leader, Inc. ("Seller"), a Washington corporation, located at 110 110th Avenue NE, Bellevue, Washington in favor of ActiveRain, Inc. ("Buyer"), a Washington corporation located at 2211 Rimland Drive, Suite 124, Bellingham, Washington 98226, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Seller, Buyer, Trulia, Inc., and Benjamin Kinney dated as of June 15, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller related to the ActiveRain Business, (as defined in the Asset Purchase Agreement) and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks (the "Assigned IP").
2. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
3. Counterparts. This IP 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 IP 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 IP Assignment.

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

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Market Leader, Inc.

By: [Signature]

Name: Boddy D. Aune

Title: President

AGREED TO AND ACCEPTED:

ActiveRain, Inc.

By: [Signature]

Name: Benjamin Kinney

Title: President

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

Mark	Owner	Type	Serial Number	Registration Number
ActiveRain	Market Leader, Inc.	Service Mark	77459547	3543443
RAINCAMP	Market Leader, Inc.	Service Mark	77869240	3810589