

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349958

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Market Leader, Inc. | | 07/31/2015 | 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4098837 | KWKLY | |
| 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: | 07/31/2015 | | |
| Total Attachments: 5 | | | |
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| source=Kwkly IP Assignment Agreement (Fully Executed)#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 31, 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, Benjamin Kinney, and Trulia, Inc. 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 kwkly 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 I 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: 
Name: Bradley D. Owens
Title: president

AGREED TO AND ACCEPTED:

ActiveRain, Inc.

By: _____
Name: _____
Title: _____


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

Market Leader, Inc.

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

ActiveRain, Inc.

By: 
Name: Benjamin Kinney
Title: President and sole shareholder

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

| Mark | Owner | Type | Serial Number | Registration Number |
|-------------|---------------------|--------------|----------------------|----------------------------|
| KWKLY | Market Leader, Inc. | Service Mark | 85360600 | 4098837 |