

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lead Investments LLC		03/18/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	928 Holdings LLC		
Doing Business As:	ReLogic		
Street Address:	3700 Quebec ST #100-146		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80207		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85037975	ESSENCE HOMES	
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:	7208418909		
Email:	kodonell@relogic.com		
Correspondent Name:	Kenneth Odonnell		
Address Line 1:	1800 15th ST #107		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	kenneth odonnell		
SIGNATURE:	/kenneth odonnell/		
DATE SIGNED:	10/06/2015		
Total Attachments: 3			
source=Asset purchase and sale agreement ReLogic- signed#page1.tif			
source=Asset purchase and sale agreement ReLogic- signed#page2.tif			
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OP \$40.00 85037975

Bill of Sale, Assignment and Assumption Agreement

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of March 18, 2015, is by and between Lead Investments, LLC, a Colorado limited liability company currently doing business as ReLogic ("Assignor"), and 928 Holdings LLC, a Colorado limited liability company ("Assignee").

-RECITALS-

A. Assignor desires to assign, transfer and convey to Assignee all right, title and interest in and to certain assets of Assignor; and

B. Assignee wishes to acquire such assets from Assignor for the consideration set forth herein.

-AGREEMENT-

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assets. Assignor does hereby sell, convey, vest into, assign, transfer and deliver to Assignee, its successors and assigns, free and clear of all liens, all of Assignor's right, title and interest in and to the assets described in Exhibit A attached hereto and by this reference made a part hereof (collectively, the "Assigned Assets"), and all rights arising from or related thereto. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE ASSETS CONVEYED BY THIS ASSIGNMENT, INCLUDING WITHOUT LIMIT THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

2. Consideration for Assigned Assets. In consideration for Assignor's assignment of the Assigned Assets to Assignee, Assignee shall and does hereby (i) pay Assignor the sum of \$10,000; and (ii) assume all contractual and other obligations specifically associated with the Assigned Assets accruing from and after the date of this Assignment. Assignee is assuming no liabilities or obligations of Assignor other than those specifically associated with the Assigned Assets (e.g., expenses associated with preserving the name and service mark "ReLogic" and the website hosting agreement with MediaTemplate), and Assignor expressly agrees to perform, and hold harmless and indemnify Assignee with respect to, all such liabilities and obligations. Notwithstanding the foregoing, Assignee shall not assume the obligations under any contract that by its terms is not assignable to and assumable by Assignee, unless a consent to assignment is obtained by the counterparty to such contract.

3. Further Assurances. From and after the date hereof, as and when reasonably requested by Assignor or Assignee, each party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such

further or other reasonable actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment.

4. Applicable Law. This Assignment will be construed in accordance with and governed by the laws of the State of Colorado, without regard to conflicts of laws provisions.

5. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Transfer Taxes. Although it is anticipated that no such taxes will be owed (as the Assigned Assets consist exclusively of intangible assets), Assignee shall pay any sales or other transfer taxes payable in connection with the assignment of the Assigned Assets to Assignee pursuant to this Agreement.

7. Multiple Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature made and delivered by facsimile or other electronic means shall have the same effect as an original signature.

The parties have executed and delivered this Assignment to be effective on the day and year first above written.

ASSIGNOR:

Lead Investments, LLC

By: 
Name: Elbert H Roberson
Title: Manager

ASSIGNEE:

928 Holdings LLC

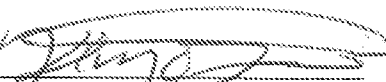
By: 
Name: Kenneth M O'Donnell
Its: Manager

EXHIBIT A

to

Bill of Sale, Assignment and Assumption Agreement

Description of Assigned Assets

- All rights to the name and service mark ReLogic, and Essence Homes, in whatever form, and any related goodwill and intellectual property.
- All rights to the ReLogic.com, relogicbrokerage.com and essencehomes.com website, including all rights of Assignor under the agreement with Media Template
- All rights to the following telephone numbers: 303-551-9000
- Approximately 50 real estate signs
- Approximately 50 lock boxes
- 20 electronic lockboxes
- 2 electronic keys for GE lockboxes