

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houseplans, LLC		10/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hanley Wood Media, Inc.		
Street Address:	One Thomas Circle, N.W.		
Internal Address:	Suite 600		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005-5811		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3009780	HOUSEPLANS.COM	
Registration Number:	3896942	HOUSEPLANS.COM	
Registration Number:	4559939	H	
Registration Number:	4559948	TIME TO BUILD	
Registration Number:	4583290	H HOUSEPLANS	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<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:	312 569 1459		
Email:	nancy.martinez-curtin@dbr.com		
Correspondent Name:	Melissa S. Dillenbeck		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	534463		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
SIGNATURE:	/melissasdillenbeck-nmc/		

CH \$140.00 3009780

DATE SIGNED:	11/03/2015
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Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "*Assignment*") is made and granted by Houseplans, LLC, a California limited liability company ("*Assignor*"), in favor of Hanley Wood Media, Inc., a Delaware corporation ("*Assignee*").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 30, 2015 (the "*Purchase Agreement*"), under the terms of which Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to purchase, the Acquired Assets (as such term is defined in the Purchase Agreement).

B. Assignor is the owner of the intellectual property described in Schedule 1 hereto (the "*IP*"), which constitutes part of the Acquired Assets.

C. Pursuant to the Purchase Agreement Assignee wishes to obtain from Assignor, and Assignor wishes to sell and transfer to Assignee, all of Assignor's right, title and interest in, to, and under the said IP, together with the goodwill symbolized by the IP.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows.

1. Capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Consideration for the transactions described in this Assignment is provided under and described in the Purchase Agreement.

3. Assignor hereby sells conveys, assigns, transfers, and delivers to Assignee all of its rights, title and interests throughout the world in and to the IP, together with (a) the applications and registrations thereof along with the goodwill symbolized by the IP, (b) all rights to secure registrations, renewals, reissues, and extensions thereof, and (c) all rights of action, powers, and benefits belonging or accruing to or associated with the IP, including the right to take action against and recover damages from any Person for the infringement thereof (whether occurring before or after consummation of the transactions described herein) and to stand in the place of Assignor in all matters related thereto.

4. Assignor represents to Assignee that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that Assignor has made, or will make hereafter, no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

5. In furtherance of the transactions provided for herein and in the Purchase Agreement, Assignor agrees to provide, execute, and deliver to Assignee all such further documents and instruments, and take all such further actions, as Assignee may reasonably request in connection with this Assignment in order to effectively transfer, assign, or otherwise convey the

convey the IP to Assignee and/or to perfect Assignee's title in and to the IP. Assignee authorizes and requests that the United States Patent and Trademark Office record Assignee as the owner of the entire right, title and interest in and to the IP, for the sole use and enjoyment of Assignee.

6. This Assignment is granted and entered into together with the Purchase Agreement and is an Ancillary Agreement as defined therein. Article 8 of the Purchase Agreement, in its entirety, is by this reference incorporated herein and made a part hereof to the same effect as though set forth herein in full; *provided that* the term "Seller" as used in the Purchase Agreement shall have the same meaning as does "Assignor" herein, and the term "Buyer" as used in the Purchase Agreement shall have the same meaning as does "Assignee" herein.

7. The effective date of this Assignment shall be the same as the Closing Date of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Intellectual Property, intending to be bound hereby.

HOUSEPLANS, LLC

a California limited liability company

By: **KRANSCO HOUSEPLANS, LLC**

a California limited liability company

Its: Sole Member and Manager

By:


Stephen Williamson

Its: Manager

SCHEDULE 1 TO
ASSIGNMENT OF INTELLECTUAL PROPERTY

By
Houseplans, LLC
to
Hanley Wood Media, Inc.

U.S. FEDERAL REGISTRATIONS

	Trademark	Serial No.	Reg. No.	Filing Date/Reg. Date
1.	H Houseplans	86111392	4583290	11/06/13 – 08/12/14
2.	Houseplans.com	85031173	3896942	05/05/10 – 12/28/10
3.	Houseplans.com	78447794	3009780	07/08/04 – 10/25/05
4.	Time to Build	86119565	4559948	11/14/13 -- 07/01/14
5.	H and Design	86119345	4559939	11/14/13 -- 07/01/14

OTHER IP RIGHTS

All rights which Assignor may now have or may later obtain (whether by purchase or reversion, or in the event of the abandonment of such rights by any current or subsequent owner or holder thereof) to any of the intellectual property which is identified and/or described above.