## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM365440

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	06/14/2015	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RENTRANGE, LLC		06/24/2015	LIMITED LIABILITY COMPANY: COLORADO

### **RECEIVING PARTY DATA**

Name:	GOLDENGATOR, LLC		
Street Address:	8703 Yates Drive, Suite 200		
City:	Westminister		
State/Country:	COLORADO		
Postal Code:	80031		
Entity Type:	CORPORATION: COLORADO		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	85358739	RENTRANGE	
Serial Number:	86039197	RENTAL MARKET INTELLIGENCE	

### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 7706127022

Email: IP.Counsel@altisource.com

**Correspondent Name:** Shaun B. Sethna

Address Line 1: 211 Perimeter Center pkwy, suite 900

Address Line 4: Atlanta, GEORGIA 30346

ATTORNEY DOCKET NUMBER:	10531-878US1 RENTRANGE	
NAME OF SUBMITTER:	Sunette A. Pilat	
SIGNATURE:	/Sunette A. Pilat/	
DATE SIGNED:	12/10/2015	

**Total Attachments: 4** 

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective as of June 14, 2015, by and among RentRange LLC, a Colorado limited liability company ("Assignor"), and GoldenGator LLC, a Colorado limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on <u>Schedule A</u> and all common law and other rights, worldwide, in and to the trademarks that are the subject of such applications and registrations (such rights, collectively, the "Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated June 14, 2015 by and among Assignor and Assignee (the "Purchase Agreement"), Assignor assigned to Assignee all of its rights, title and interest in and to the Trademarks and of its other intellectual property;

WHEREAS, subject to the terms and conditions of this Assignment, effective as of the Closing, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the Trademarks and all of its other intellectual property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- As of the Closing, Assignor has assigned to Assignee all of its rights, title and interest in and 1. to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with together with (i) all registrations, applications, renewals and extensions thereof, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (iii) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) all tangible embodiments and copies of any of the foregoing and all books and records pertaining to any of the foregoing, in each case any form or medium, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignce for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
- Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

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- 3. As of the Closing, Assignor has assigned to Assignee all of its right, title and interest in and to its other intellectual property, including patents and patent applications (if any), registered copyrights and copyright applications, unregistered copyrights, domain names and all other intellectual property and proprietary rights.
- 4. All questions concerning the construction, validity and interpretation of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Colorado, without giving effect to any choice of law or conflict of law provision (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.
- 5. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of assignment of any particular item of the Trademarks as effected hereby shall not affect the assignment of other assigned Trademarks.
- 6. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. No party hereto shall raise the use of a facsimile or pdf to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile or pdf as a defense to the formation of a contract and each such party forever waives any such defense. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Purchase Agreement.

\* \* \* \*

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment on June 24, 2015.

ASSIGNEE:

**GOLDENGATOR LLC** 

By:

Name: Walter Charnoff

Title: Manager

ASSIGNOR:

RENTRANGE LLC

By:

Name: Walter-Charnoff

Title: Liquidator

# Schedule A Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
RentRange	85358739	June 28, 2011	4096260	February 7, 2012
Rental Market Intelligence	86039197	August 15, 2013	4586235	August 12, 2014

**RECORDED: 12/11/2015** 

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