

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motivity Solutions, LLC		06/23/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Black Knight IP Holding Company, LLC		
Street Address:	601 Riverside Avenue		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3667211	MO	
Registration Number:	3669946	MO MOVATION	
Registration Number:	3669933	MOVATION	
Registration Number:	3669932	MOTIVITY SOLUTIONS	
Registration Number:	4126443	RELATIONSHIPS FOR LIFE	
Registration Number:	3658864	YOUR PROCESS. OUR INNOVATION.	
CORRESPONDENCE DATA			
Fax Number:	3146127682		
<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:	(314) 444-7600		
Email:	jgreenberg@lewisrice.com		
Correspondent Name:	John B. Greenberg		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John B. Greenberg, attorney		
SIGNATURE:	/John B. Greenberg/		

OP \$165.00 3667211

DATE SIGNED:	06/26/2016
Total Attachments: 2 source=Step 2 Assignment from Motivity to Black Knight#page1.tif source=Step 2 Assignment from Motivity to Black Knight#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), dated as of this 23rd day of June, 2016, is made and entered into by Motivity Solutions, LLC, a Colorado limited liability company (“Assignor”), in favor of Black Knight IP Holding Company, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor is the owner of the following trademarks and service marks:

- **MO & Design**, a composite mark (depicted below) that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 3,667,211:



- **MO MOVATION & Design**, a composite mark (depicted below) that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 3,669,946:



- **MOVATION**, a standard character mark that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 3,669,933;
- **MOTIVITY SOLUTIONS**, a standard character mark that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 3,669,932;
- **RELATIONSHIPS FOR LIFE**, a standard character mark that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 4,126,443; and
- **YOUR PROCESS. OUR INNOVATION.**, a standard character mark that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 3,658,864;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to all of the above-identified marks (collectively, the “Marks”) and registrations (collectively, the “Registrations”), including, without limitation, all common law rights relating to the Marks and all renewals and extensions that may be granted in connection with the Registrations, together with the goodwill of Assignor’s business associated with the Marks and Registrations;

NOW, THEREFORE, in consideration of the sum of US \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns, sells and sets over to Assignee all right, title and interest in and to the Marks and Registrations, including, without limitation, all common law rights relating to the Marks and all renewals and extensions that may be granted in connection with the Registrations, together with the goodwill of Assignor's business symbolized by the Marks and Registrations, and all other rights that Assignor has enjoyed thereunder as trademarks, service marks, trade names, domain names and otherwise, including, without limitation, all rights and remedies based upon past infringement (including the right to sue and collect damages and profits for such infringement).

2. Assignor covenants and agrees that it will, at any time, on request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the aforementioned assets and rights assigned by this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

MOTIVITY SOLUTIONS, LLC

By: 

Title: Eric Gerald Conroy
and Corporate Secretary