

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HomeSphere, Inc.		10/01/2015	Corporation: DELAWARE
Builder Resources, Inc.		10/01/2015	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	HomeSphere, LLC		
Street Address:	14142 Denver West Parkway, Suite 255		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80401		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3103191	ALLTRACK	
Registration Number:	4004026	BESTCONTRACTORS	
Registration Number:	4019873	BUILDER'S DESKTOP	
Registration Number:	2549859	HOMESPHERE	
Registration Number:	3715184	BRI	
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>			
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	Erin Kelly/Bryan Cave LLP		
Address Line 1:	1700 Lincoln Street, Suite 4100		
Address Line 4:	Denver, COLORADO 80203-4541		
ATTORNEY DOCKET NUMBER:	0397193		
NAME OF SUBMITTER:	Erin Kelly		
SIGNATURE:	/Erin Kelly/		
DATE SIGNED:	08/15/2016		
Total Attachments: 16			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated as of October 1, 2015, among HOMESPHERE, INC., a Delaware corporation (“**HomeSphere, Inc.**”), BUILDER RESOURCES, INC., a Texas corporation (“**BRI**” and, collectively with HomeSphere, Inc., “**Sellers**”), and HOMESPHERE, LLC, a Colorado limited liability company (“**Buyer**”).

PRELIMINARY STATEMENTS

- A. Sellers and Buyer are parties to an Asset Purchase Agreement, dated as of even date herewith, among Sellers and Buyer (the “**Asset Purchase Agreement**”), providing for, among other things, the sale by Sellers to Buyer of the Transferred Assets and the assumption by Buyer of the Assumed Liabilities; and
- B. Pursuant to the Asset Purchase Agreement, Sellers have agreed to transfer and assign to Buyer all right, title, and interest in and to all Intellectual Property Rights, as defined below, included in the Transferred Assets, including, without limitation, all Intellectual Property Rights set forth on **Exhibit A** attached hereto, and all Improvements, as defined below, thereto (collectively, the “**Sellers IP**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1.1 “Improvements” means any new works, improvements, updates, upgrades, new versions, enhancements, translations, adaptations, replacements, modifications or derivative works, whether or not patentable, copyrightable, or otherwise protectable, of or to the subject matter of the Transferred Assets, authored, created, developed, reduced to practice or otherwise acquired by Sellers.

1.2 “Intellectual Property Rights” means all intellectual property or other proprietary rights that may now exist or may hereafter be created or exist in any jurisdiction throughout the world, including, without limitation, all of the following, whether registered or unregistered, all applications and registrations therefor (whether pending, existing, abandoned or expired), and all rights to sue for past, present or future infringement thereof: (a) patents, patent applications, patent or invention disclosures, or other rights relating to the protection of inventions worldwide and all rights related thereto, including all original applications, provisional applications, divisionals, reissues, re-examinations, extensions, continuations, continuations-in-part, continuing applications, extensions, reissues, or renewals thereof, all counterparts claiming priority therefrom, and all inventions and discoveries that may be patentable; (b) copyrights in both published and unpublished works, rights in mask works and mask works applications, and any other rights of authorship in any other published and unpublished works, including all moral rights in any of the foregoing; (c) all trade secrets and other information that derives economic value from not being generally known to third parties, including all confidential or proprietary information, know-how, and similar or analogous rights; (d) trademarks, trade dress, service marks, certification marks, trade names, business identifiers and other general intangibles of a similar nature; (e) rights in data and databases; (f) all moral rights and rights or authorship; and (g) all other analogous rights and other intellectual and proprietary rights throughout the world.

2. Sellers hereby irrevocably assign and transfer to Buyer, to the fullest extent permitted by law, for the Buyer's own use and enjoyment and for the use and enjoyment of the Buyer's successors, assigns, licensees, or other legal representatives: (1) all right, title, and interest in, to and under all Sellers IP, together with the goodwill associated therewith; (2) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations or other violations of the Sellers IP, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (3) any and all income, royalties, and payments accruing on or after the Closing Date with respect to the Sellers IP.

3. The Sellers retain no right, title or interest, in or to any Sellers IP and agrees not to challenge the validity of Buyer's exclusive ownership in and to the Sellers IP. The Sellers agree not to use, to terminate and discontinue all use of, and not to assist or authorize any third party in the use of any of the Sellers IP and all portions thereof.

4. Each Seller represents and warrants that such Seller has good and valid title to the Sellers IP free and clear of any lien, pledge, collateral assignment, hypothecation, charge, mortgage, security interest, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, option, right of first refusal, preemptive right, community property interest, or any other encumbrance of any kind whatsoever (each, an "**Encumbrance**"), and each Seller has the right to assign and transfer the Sellers IP to Buyer in accordance with the terms of this Agreement. Upon assignment and transfer of the Sellers IP to Buyer in accordance with the terms and conditions of this Agreement, Buyer will have good and valid title to the Sellers IP, free and clear of any Encumbrance.

5. If any Intellectual Property Rights, including moral rights, in the Sellers IP, cannot (as a matter of law) be assigned by Sellers to Buyer, then (1) Sellers unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Buyer with respect to such rights, and (2) to the extent Sellers cannot (as a matter of law) make such waiver, Sellers unconditionally grant to Buyer an exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, and royalty-free license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Sellers IP in any medium or format, whether now known or later developed, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Sellers IP, and (c) to exercise any and all other present or future rights in the Sellers IP.

6. Sellers authorize the Commissioner for Patents, Commissioner for Trademarks, Register of Copyrights, and any other governmental officials throughout the world to duly record and register this Agreement, the assignment from Sellers to Buyer of all rights, title and interest in and to the Sellers IP to Buyer, and Buyer's ownership in and to all Sellers IP, upon request by Buyer.

7. Sellers agree to give the Buyer and/or any person designated by the Buyer all reasonable assistance that may be required to perfect the rights granted herein. Sellers further agree, at Buyer's request and expense, to consent to and join in any action to enforce such ownership rights. Without limiting the foregoing, Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Sellers IP is properly assigned to Buyer, or any assignee or successor thereto. Upon request by Buyer, Sellers shall, and shall cause their affiliates and their respective employees, consultants or contractors to, promptly provide: (1) all pertinent facts and documents related to; (2) testimony in any legal proceeding related to; and (3) execute all instruments, declarations, affidavits or other documents useful or necessary for Buyer to obtain, maintain or enforce the Sellers IP.

8. It is further understood and agreed by Sellers that as a condition of this Agreement, Sellers hereby release all actions, claims and demands of any kind that it may have, whether known or unknown, suspected or unsuspected against the Buyer related, directly or indirectly, to the Sellers IP.

9. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware. Any suit hereunder shall be brought in the federal or state courts in Denver County, Colorado, and all parties submit to the personal jurisdiction thereof. This Agreement may be executed in one or more counterparts, each of which will be deemed one original and all of which together will constitute a single instrument. If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall receive its attorneys' fees and court costs in addition to any other relief it may receive.


10. This Agreement constitutes the final, complete and exclusive agreement among the parties with respect to the subject matter hereof and supersedes all previous proposals, arrangements or understandings made among the parties with respect to such subject matter. This Agreement may be modified or amended only by a written agreement executed by each of the parties. This Agreement is made without reliance on any promises or representations other than those expressly contained in this Agreement. This Agreement, and all rights and promises granted herein, shall be freely assignable by Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, and assigns, whether by merger or consolidation or otherwise. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

[Signature Page Follows.]

The parties hereto have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

SELLERS:

HOMESPHERE, INC.

By:  _____

Name: Brian Hirsch

Title: Authorized Signatory

BUILDER RESOURCES, INC.

By:  _____

Name: Brian Hirsch

Title: Authorized Signatory

BUYER:

HOMESPHERE, LLC

By: _____

Name: Glenn M. Renner

Title: Chief Executive Officer

The parties hereto have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

SELLERS:

HOMESPHERE, INC.

By: _____

Name: Brian Hirsch

Title: Authorized Signatory

BUILDER RESOURCES, INC.

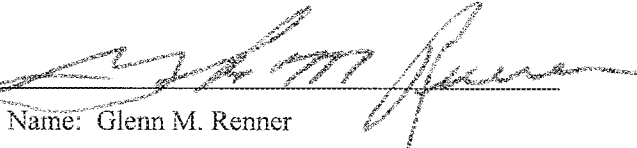
By: _____

Name: Brian Hirsch

Title: Authorized Signatory

BUYER:

HOMESPHERE, LLC

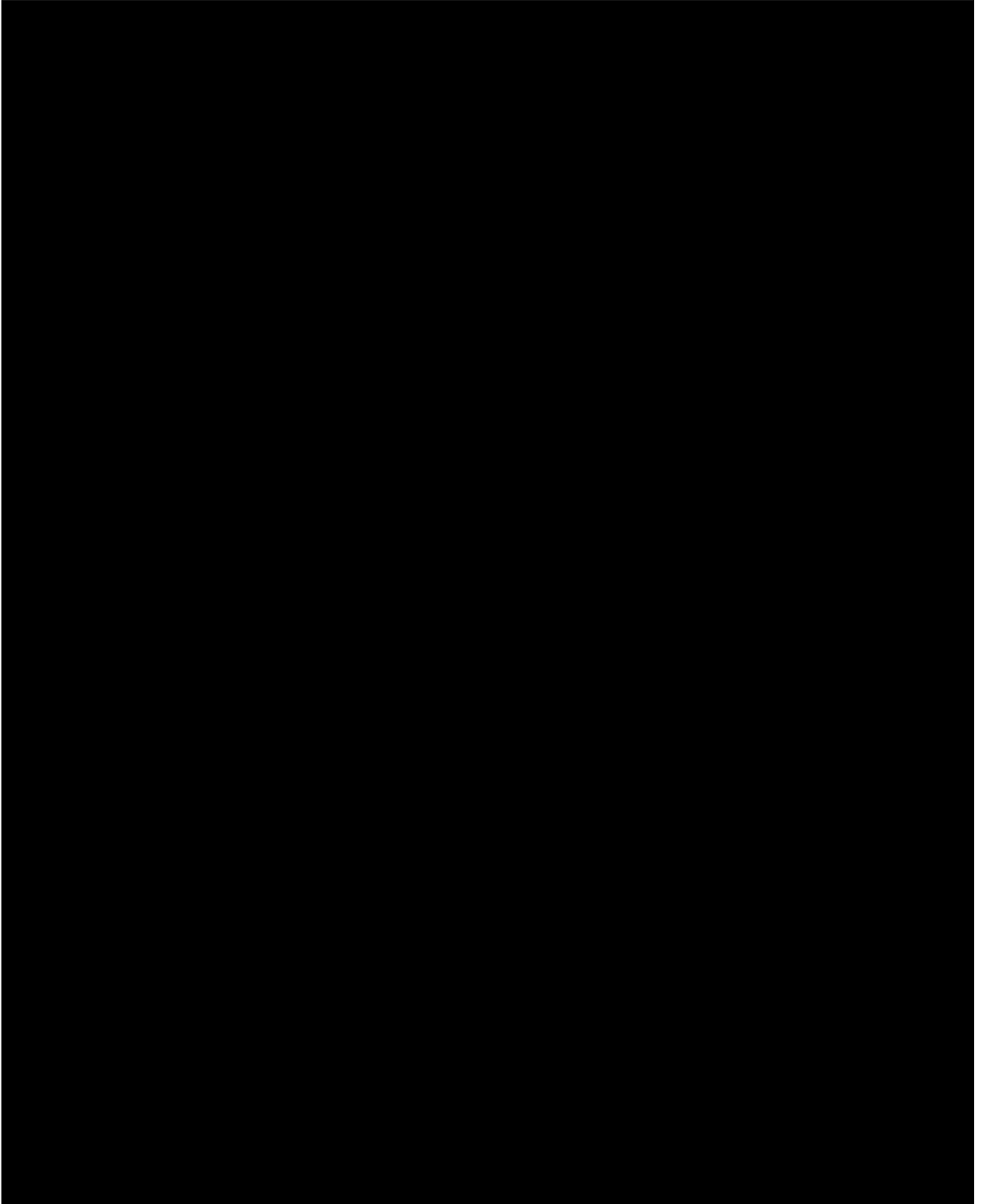
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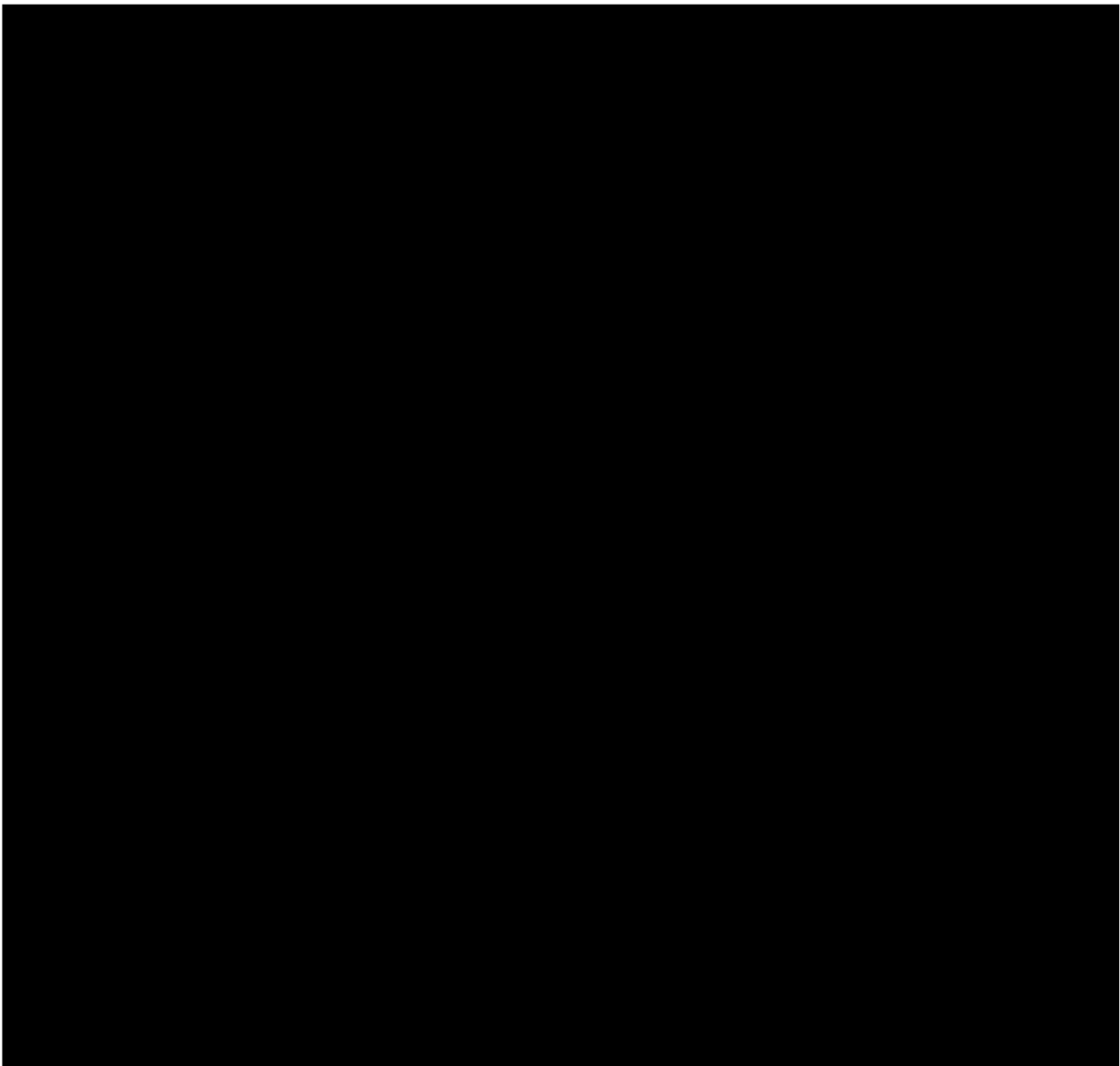
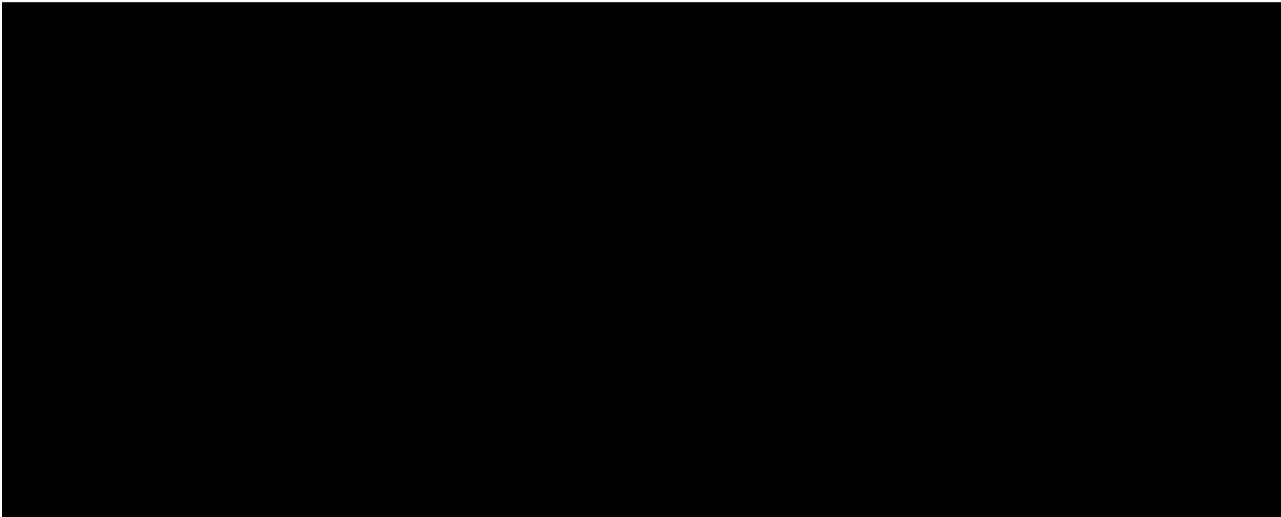
Name: Glenn M. Renner

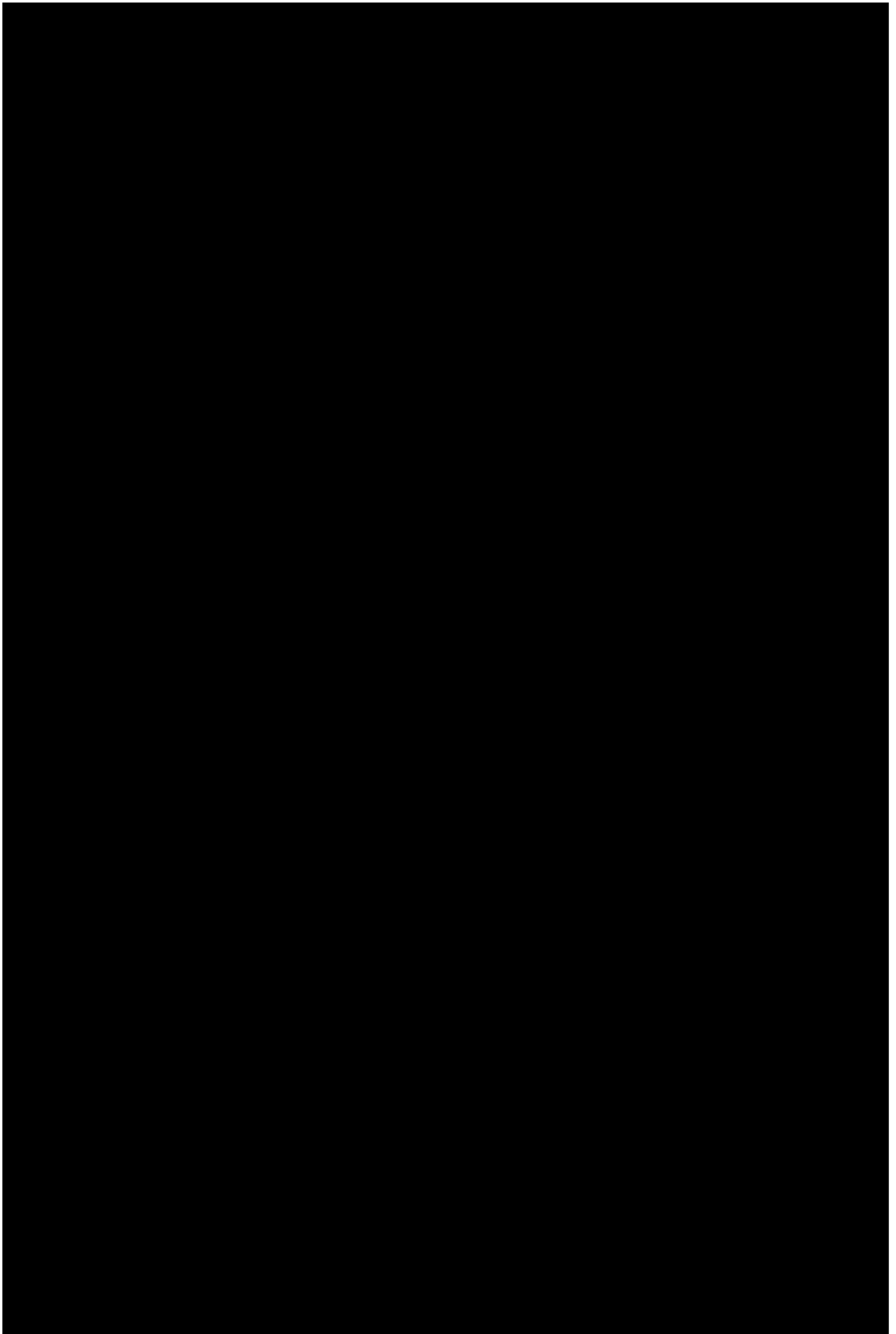
Title: Chief Executive Officer

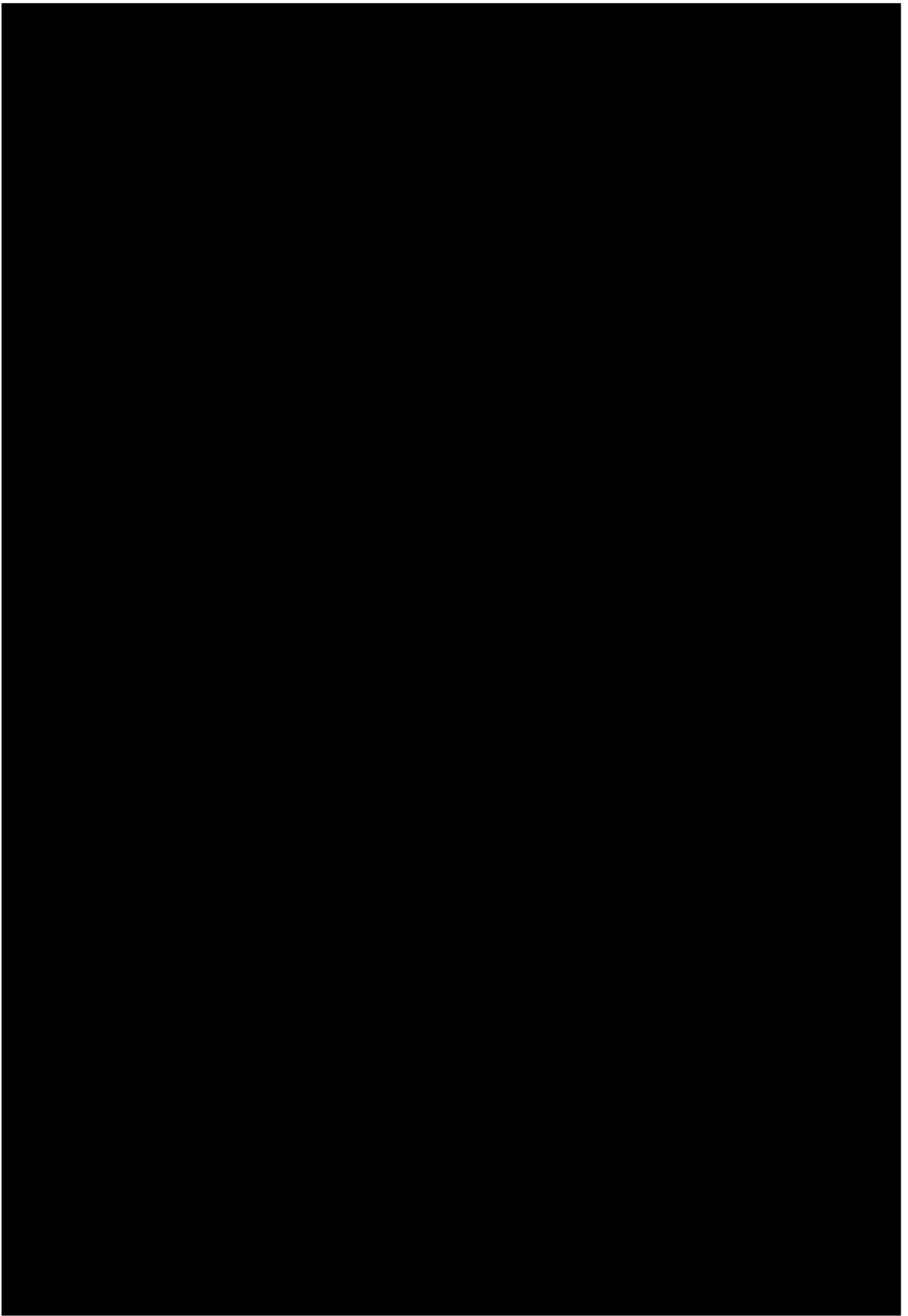
EXHIBIT A

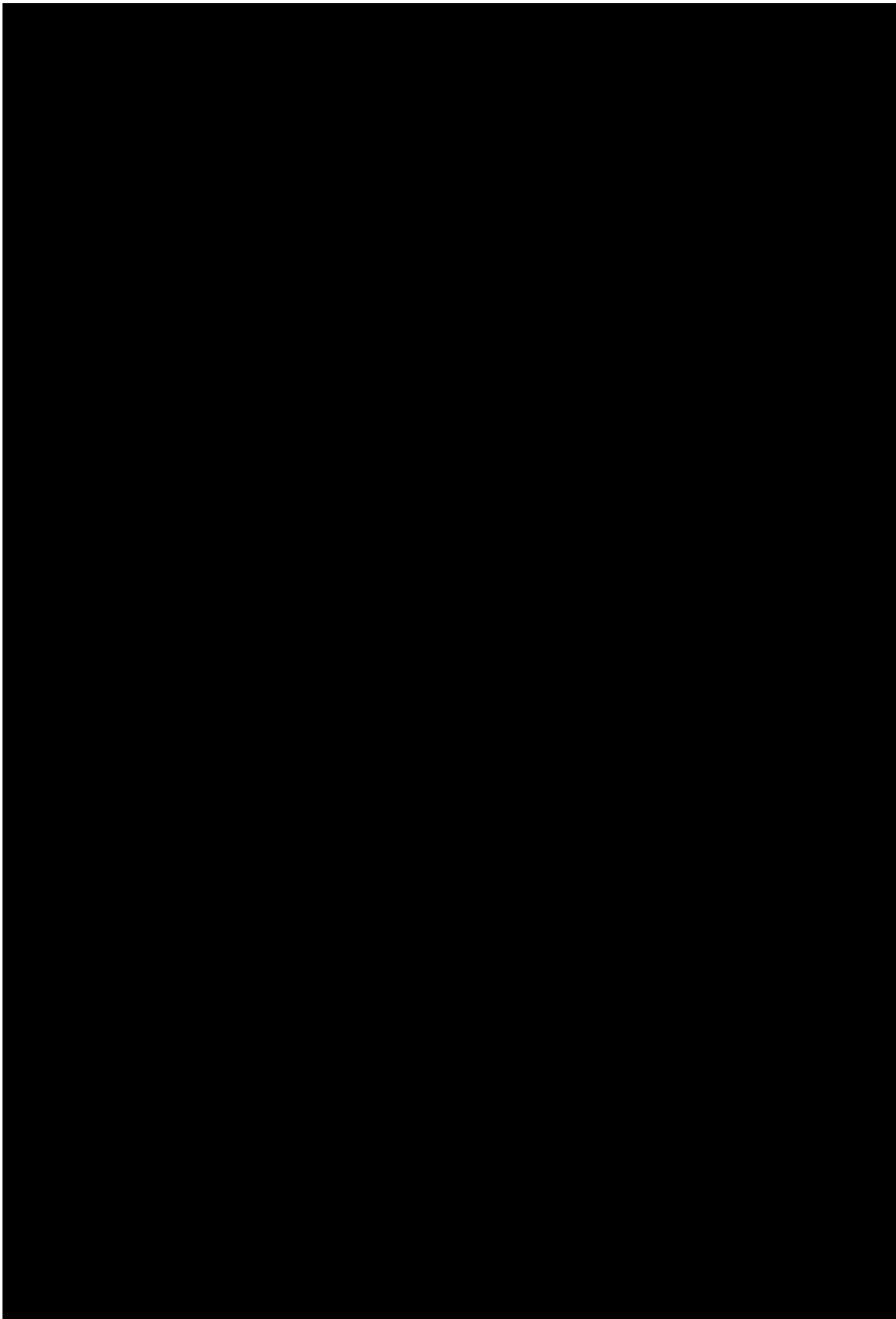
INTELLECTUAL PROPERTY RIGHTS

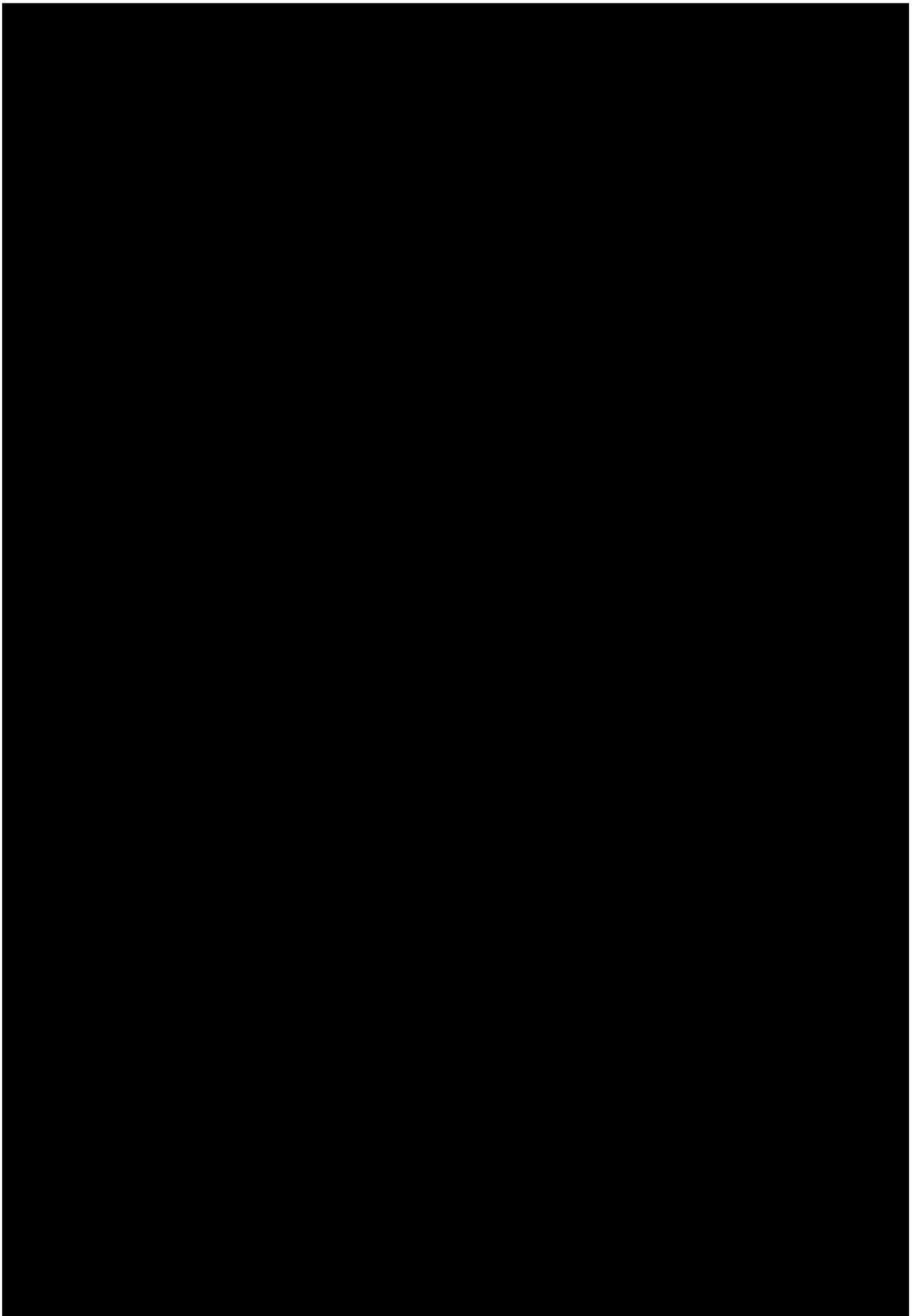


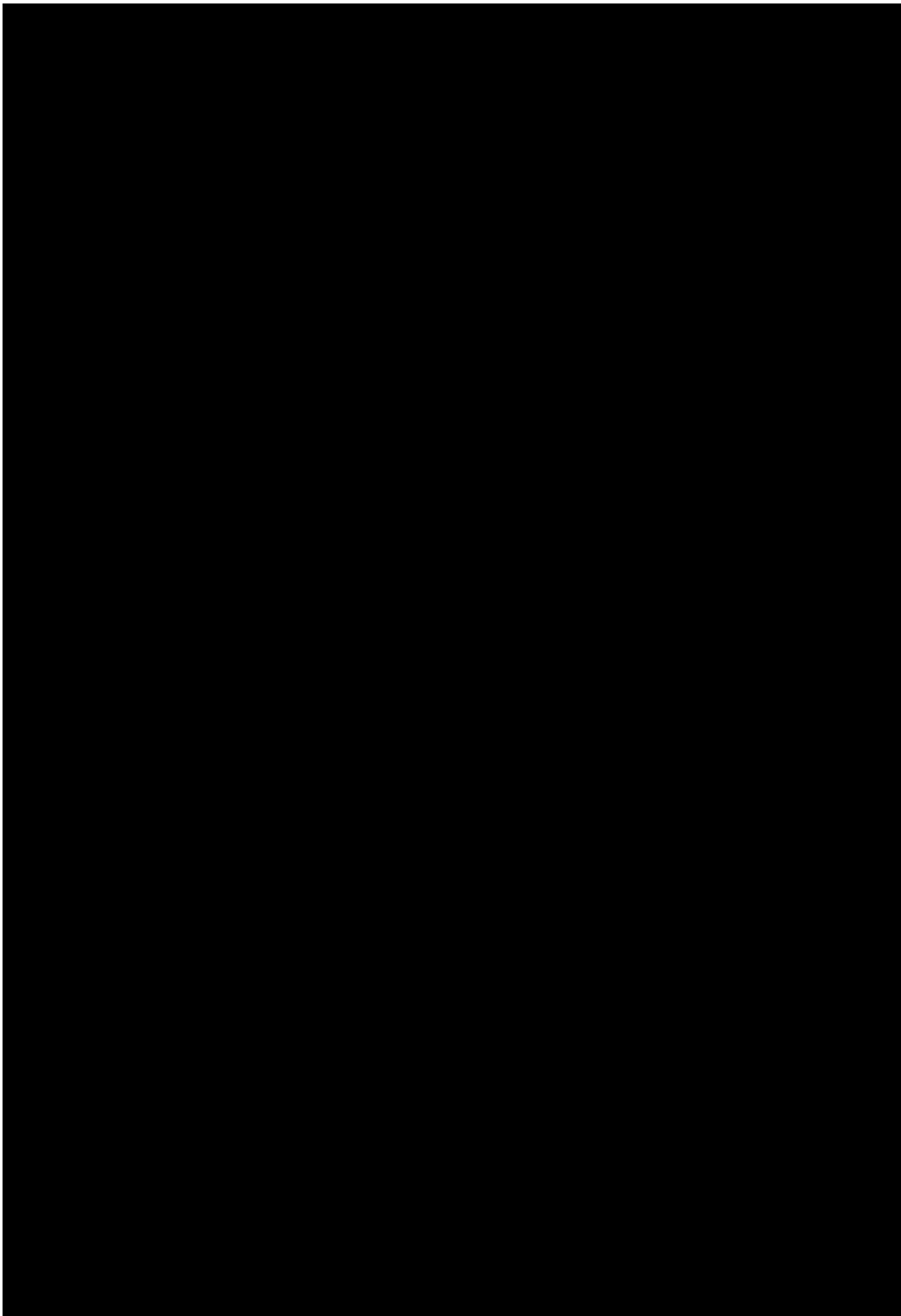


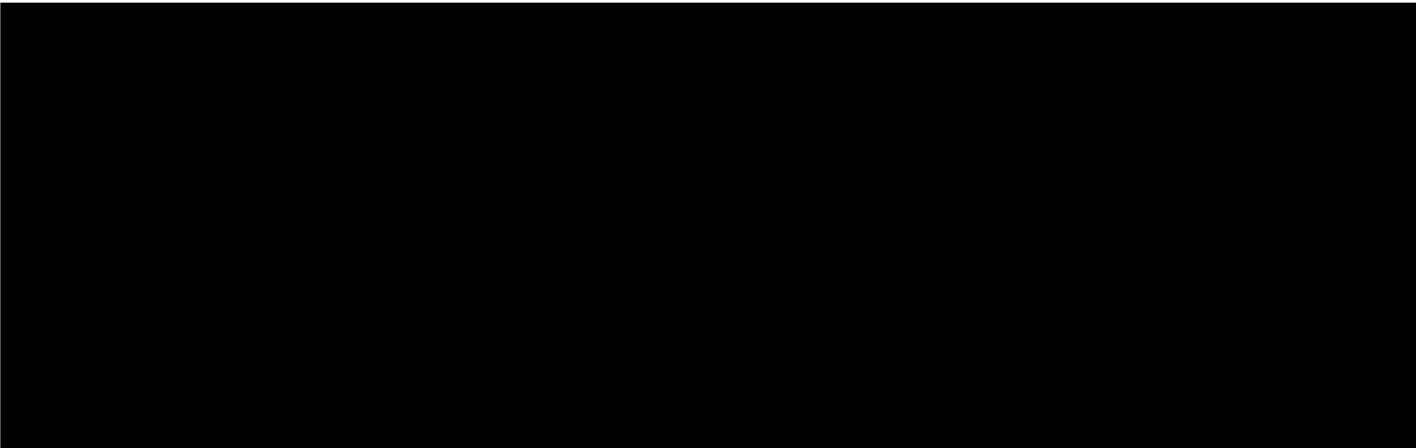
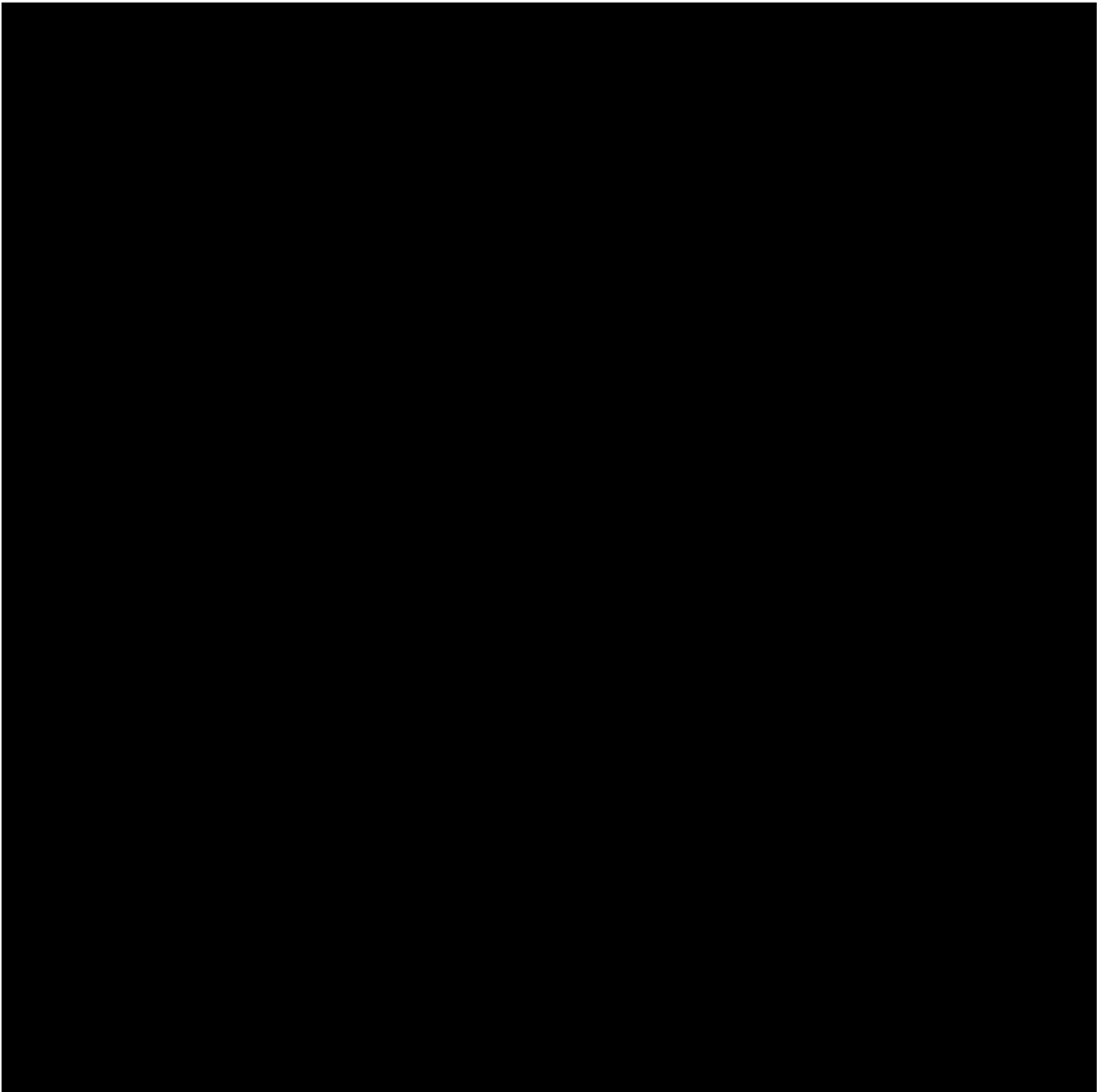


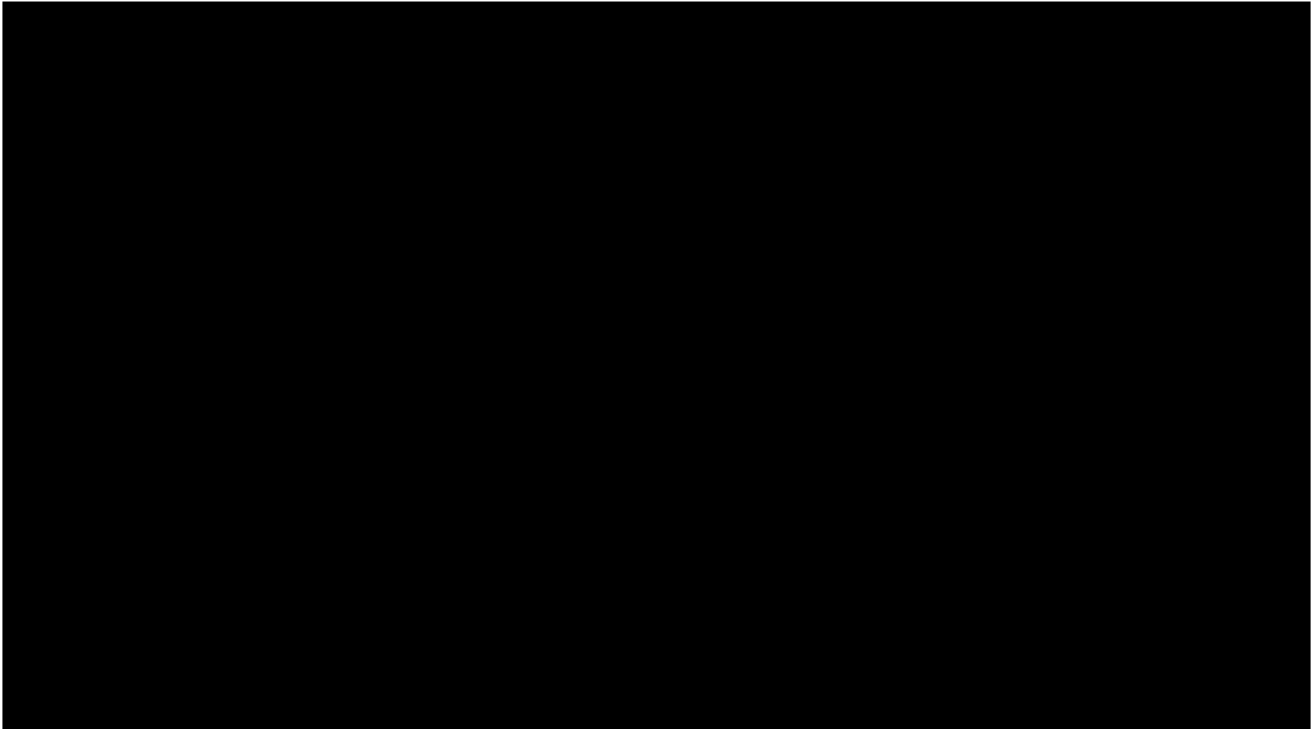
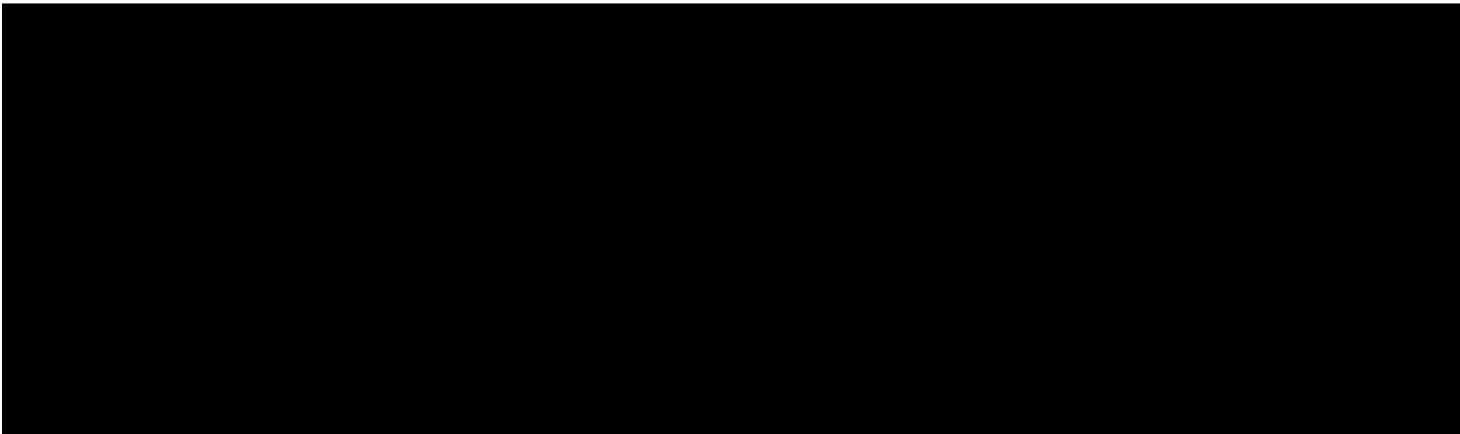












Section 1.2(d) Trademarks, etc.:

TRADEMARKS			
Description	Serial Number	Registration Number	Notes on Ownership
ALLTRACK		3,103,191 (06/13/2006)	Owner HOMESPHERE, INC.

TRADEMARKS

Description	Serial Number	Registration Number	Notes on Ownership
BESTCONTRACTORS		4,004,026 (07/26/2011)	Owner HOMESPHERE, INC.
BUILDER'S DESKTOP		4,019,873 (08/30/2011)	Owner HOMESPHERE, INC.
HOMESPHERE (& design)		2,549,859 (03/19/2002)	Owner HOMESPHERE, INC.
BRI		3,715,184 (11/24/2011)	Owner BUILDER RESOURCES, INC.

