

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zillow, Inc.		08/01/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Constellation Homebuilder Systems, Corp.		
Street Address:	20 Adelaide Street East		
Internal Address:	Suite 1200		
City:	Toronto, Ontario		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85466533		
Serial Number:	85466542		
Serial Number:	85466545		
Serial Number:	85466549		
Serial Number:	85466551		
Serial Number:	85466506	DIVERSE SOLUTIONS	
Serial Number:	85466509	DIVERSE SOLUTIONS	
Serial Number:	85466512	DIVERSE SOLUTIONS	
Serial Number:	85466517	DIVERSE SOLUTIONS	
Serial Number:	85466526	DIVERSE SOLUTIONS	
Serial Number:	85501570	DSIDXPRESS	
Serial Number:	86867801	ENVOY	
CORRESPONDENCE DATA			
Fax Number:	2023545232		
<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:	202.808.3570		
Email:	docketing@kelly-ip.com, david.kelly@kelly-ip.com, kelly.kurtz@kelly-ip.com		
Correspondent Name:	David M. Kelly		

OP \$315.00 85466533

TRADEMARK

Address Line 1: 1919 M. Street, NW
Address Line 2: Suite 610
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 13065.0012

NAME OF SUBMITTER: David M. Kelly

SIGNATURE: /DMK/

DATE SIGNED: 08/17/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 1, 2016 is made by Zillow, Inc., a Washington corporation the “Seller”), a Washington corporation, located at 1301 Second Avenue, Floor 31, Seattle, Washington in favor of Constellation Homebuilder Systems, Corp., an Ontario corporation (the “IP Purchaser”), located at 20 Adelaide Street East, Suite 1200, Toronto, Ontario, the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement by and among, *inter alia*, the Seller and the IP Purchaser dated as of the date hereof (the “Asset Purchase Agreement”).

ARTICLE I

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred and assigned to the IP Purchaser, among other assets, certain intellectual property of the Seller and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers and assigns to the IP Purchaser, and the IP Purchaser hereby accepts, all of the Seller's right, title and interest in and to the, the trademarks, trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks (the “Assigned IP”).
2. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

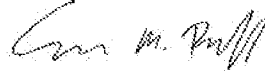
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ZILLOW, INC.:



By: _____

Name: Spencer M. Rascoff

Title: Chief Executive Officer

AGREED TO AND ACCEPTED as of the date first above written:

CONSTELLATION HOMEBUILDER SOLUTIONS, CORP.:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ZILLOW, INC.:

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED as of the date first above written:






**CONSTELLATION HOMEBUILDER
SOLUTIONS, CORP.:**

By: _____
Name: *Dexter Salas*
Title: *President*

SCHEDULE 1
ASSIGNED TRADEMARKS REGISTRATIONS

[ATTACHED]

DIVERSE SOLUTIONS TRADEMARKS (REGISTERED AND PENDING)

MARK	OWNER	COUNTRY	INT. CLASSES	APPLICATION NO	REGISTRATION NO	REGISTRATION DATE	STATUS	DETAILED STATUS
	Zillow, Inc.	United States of America	9	85466533	4167797	7/3/2012	Registered	
	Zillow, Inc.	United States of America	35	85466542	4167798	7/3/2012	Registered	
	Zillow, Inc.	United States of America	36	85466545	4167800	7/3/2012	Registered	
	Zillow, Inc.	United States of America	41	85466549	4193558	8/21/2012	Registered	
	Zillow, Inc.	United States of America	42	85466551	4167802	7/3/2012	Registered	
DIVERSE SOLUTIONS®	Zillow, Inc.	United States of America	9	85466506	4216728	10/2/2012	Registered	
DIVERSE SOLUTIONS®	Zillow, Inc.	United States of America	35	85466509	4216729	10/2/2012	Registered	
DIVERSE SOLUTIONS®	Zillow, Inc.	United States of America	36	85466512	4216730	10/2/2012	Registered	
DIVERSE SOLUTIONS®	Zillow, Inc.	United States of America	41	85466517	4216731	10/2/2012	Registered	
DIVERSE SOLUTIONS®	Zillow, Inc.	United States of America	42	85466526	4216732	10/2/2012	Registered	
DSIDXPRESS®	Zillow, Inc.	United States of America	9, 42	85501570	4186648	8/7/2012	Registered	
ENVOY™	Zillow, Inc.	United States of America	42	86867801		Filed 1/6/2016	Pending	Statement of Use filed

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