

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Leader, Inc.		09/30/2015	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: 11			
Property Type	Number	Word Mark	
Serial Number:	77011857	GET THE KNOWLEDGE. GET THE EDGE.	
Serial Number:	77692134	GROWTH LEADER	
Serial Number:	78281495	HOUSEVALUES	
Serial Number:	78980807	HOUSEVALUES.COM	
Serial Number:	78298708	MARKET LEADER	
Serial Number:	77070718	MARKETING IN MOTION	
Serial Number:	75777354	NEWHOMES.COM	
Serial Number:	77344065	REALTYGENERATOR	
Serial Number:	76290660	SHARPERAGENT	
Serial Number:	77692129	TEAM LEADER	
Serial Number:	78420288	WHERE YOUR NEXT HOME FINDS YOU	
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		
Address Line 1:	1919 M Street, NW		

OP \$290.00 77011857

TRADEMARK

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: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of September 30, 2015 is made by Market Leader, Inc., a Washington corporation the “Seller”), a Washington corporation, located at 110 110th Avenue NE, Bellevue, 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 September 2, 2015 (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]

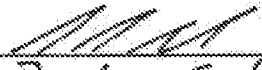
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

MARKET LEADER, INC.:

By: 
Name: Bradley D. Owens
Title: President



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

CONSTELLATION HOMEBUILDER SOLUTIONS, CORP.:

By: 
Name: Dexter Salma
Title: President

[Signature Page to IP Assignment]

SCHEDULE 1
ASSIGNED TRADEMARKS REGISTRATIONS
[ATTACHED]

Owner	Mark	Country	App	Reg	Reg Date	Class	Status
Market Leader, Inc.	HOUSEVALUES.COM	Canada	1155516	TMA809904	10/24/2011	n/a	Registered
Market Leader, Inc.	HOUSEVALUES.COM & Design 	Canada	1231799	TMA765925	5/6/2010	n/a	Registered
Market Leader, Inc.	MARKET LEADER	Canada	1209063	TMA641697	6/9/2005	n/a	Registered
Market Leader, Inc.	GET THE KNOWLEDGE. GET THE EDGE.	USA	77011857	3888407	12/14/2010	36	Registered
Market Leader, Inc.	GROWTH LEADER	USA	77692134	3887108	12/7/2010	35, 42	Registered
Market Leader, Inc.	HOUSEVALUES.COM	USA	78281495	2996982	9/20/2005	35	Registered
Market Leader, Inc.	HOUSEVALUES.COM & Design 	USA	78980807	3665215	8/4/2009	35	Registered
Market Leader, Inc.	MARKET LEADER	USA	78298708	3121432	7/25/2006	35, 41, 42	Registered
Market Leader, Inc.	MARKETING IN MOTION	USA	77070718	3394100	3/11/2008	35	Registered
Market Leader, Inc.	NEWHOMES.COM	USA	75777354	2397582	10/24/2000	36	Registered
Market Leader, Inc.	REALTYGENERATOR	USA	77344065	3691036	10/6/2009	35, 36, 42	Registered
Market Leader, Inc.	SHARPERAGENT	USA	76290660	2758036	9/2/2003	35	Registered
Market Leader, Inc.	TEAM LEADER	USA	77692129	3904939	1/11/2011	35, 42	Registered
Market Leader, Inc.	WHERE YOUR NEXT HOME FINDS YOU	USA	78420288	3139960	9/5/2006	35	Registered
Market Leader, Inc.	MARKET LEADER	Trademark Clearinghouse	n/a	n/a	Oct. 20, 2012	n/a	Registered