TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM405865

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ONEPROP, INC.		07/15/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	NRT PROPERTY MANAGEMENT TEXAS LLC		
Street Address:	175 PARK AVENUE		
Internal Address:	c/o NRT LLC		
City:	MADISON		
State/Country:	NEW JERSEY		
Postal Code:	07940		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3889031	ONEPROP
Registration Number:	3894946	ONEPROP

CORRESPONDENCE DATA

Fax Number: 9733873989

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: 973-407-5269

Email: uspto.mail@realogy.com

JOAN T. PINAIRE **Correspondent Name:** Address Line 1: 175 PARK AVENUE

Address Line 4: MADISON, NEW JERSEY 07940

NAME OF SUBMITTER:	Jason H. Kasner
SIGNATURE:	/jhk/
DATE SIGNED:	11/17/2016

Total Attachments: 3

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> **TRADEMARK** REEL: 005924 FRAME: 0442

ASSIGNMENT OF OWNERSHIP

THIS ASSIGNMENT ("Assignment") dated effective July 15, 2016 (the "Effective Date"), is made by and between ONEprop, Inc. ("Assignor"), a Texas corporation having a principal place of business at 5308 W Plano Pkwy, Suite 100, Plano Texas 75093 and NRT Property Management Texas LLC, with an address of c/o NRT LLC, 175 Park Avenue, Madison, NJ 07940 ("Assignee"), a Delaware limited liability company (Assignee and Assignor are hereinafter collectively the "Parties").

RECITALS

WHEREAS, Assignor desires to assign all of its rights, title, interest, and goodwill, including all statutory and common law rights, in and to its trademarks, service marks, logos, and designs in the trademarks listed in Schedule 1 hereto (the "Trademarks"), to Assignee, and Assignee intends to acquire those rights.

Now, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Assignor hereby assigns, agrees to assign, transfers, conveys, and delivers to Assignee all of its rights, title, and interest in and to the Trademarks, including the goodwill in and to the Trademarks and the good will of the business in which the Trademarks are used, free and clear of all liens and encumbrances of any nature.
- 2. Assignor agrees, at the request of Assignee and without charge or cost to Assignee, promptly to: (i) execute and have executed and cause affiliates to execute any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment and (ii) fully cooperate with Assignee to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office or the trademark office in any other jurisdiction worldwide, if Assignee desires, so that the Assignee's ownership of the Trademarks is duly made of record.
- 3. This Assignment shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey, without giving effect to the conflict of law rules thereof.
- 4. In the event that any provision of this Assignment shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such provision shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, unenforceability, without affecting in any way any of the other provisions of this Assignment invalid, illegal, or unenforceable in any other jurisdiction and this Assignment shall be construed in a manner consistent with its intent.

TRADEMARK REEL: 005924 FRAME: 0443

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative, and delivered to the Parties as of the Effective Date:

ASSIGNOR:

ONEprop Inc.

A Texas Corporation

Signature

Name: David E. Kadleck, II

Its: President

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Schedule 1

SCHEDULE OF TRADEMARKS

1. Federal US Registrations -



US TM Reg. No. 3,889,031 -

US TM Reg. No. 3,894,946 - ONEprop (wordmark)

2. State US Registrations -

76-733408 - Louisiana - ONEPROP LOUISIANA

76-733409 - Louisiana - ONEPROP

OK 12258767 - Oklahoma - ONEPROP

3. Common Law Trademarks -

ONEprop Approved READYlease SMARTlist TOTALcare SIMPLEpay

RECORDED: 11/17/2016

TRADEMARK REEL: 005924 FRAME: 0445