

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M Space Holdings, LLC		02/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VESTA Housing Solutions, LLC		
<b>Street Address:</b>	335 E Maple Road		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48009		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77506241	M S P A C E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany Stokes		
<b>Address Line 1:</b>	Greenberg Traurig		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	168938.010100		
<b>NAME OF SUBMITTER:</b>	Bethany Stokes		
<b>SIGNATURE:</b>	/Bethany Stokes/		
<b>DATE SIGNED:</b>	03/13/2017		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT** (this “**Assignment**”), is effective as of February 21, 2017, by and between VESTA Housing Solutions, LLC, a Delaware limited liability company (“**Transferee**”), and M Space Holdings, LLC, a Delaware limited liability company (“**Transferor**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement, as defined below.

WHEREAS, Transferor is the owner of the entire right, title and interest in and to the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto, together with all common law rights associated therewith, and all goodwill of the Business symbolized therewith throughout the world (the “**Trademarks**”);

WHEREAS, Transferor and Transferor have entered into that certain Amended and Restated Asset Purchase Agreement, dated as of February 8, 2017 (the “**Purchase Agreement**”); and

WHEREAS, this Assignment is made and delivered pursuant to the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound by this Assignment, agree as follows:

1. Assignment. Effective upon the Closing, Transferor does hereby sell, transfer, convey, assign, grant, set over, and deliver to Transferee, and Transferee hereby accepts, all of Transferor’s worldwide right, title and interest in and to the Trademarks and any and all goodwill of the Business symbolized by the Trademarks, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Transferee for Transferee’s own use and enjoyment, and for the use and enjoyment of Transferee’s successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this Assignment had not been made, including all rights therein provided by international conventions and treaties, any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Trademarks and the right to sue for and collect damages caused by all past, present and future infringement thereof, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

2. No Warranties. Except as expressly provided in the Purchase Agreement and this Assignment, Transferor makes no warranties, express or implied, with respect to the Trademarks. Nothing contained in this Assignment shall be construed to expand, limit or otherwise modify the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Notwithstanding the foregoing, Transferor represents, warrants, and covenants that no assignment, sale, or encumbrance has been or will be made or entered into, and Transferor will

not enter into any oral or written agreement, which would conflict with this Assignment, and that the execution and delivery of this Assignment does not breach any agreement to which Transferor is a party.

3. Further Assurances. At the request and the sole expense of the requesting party, Transferor or Transferee, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents, or perform all affirmative acts, as Transferor or Transferee, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Assignment and the Purchase Agreement, as well as to cooperate with Transferee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Transferee's expense. Transferor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Transferee, and/or Transferee's successors and/or assigns. Transferor hereby grants to the designated attorneys of Transferee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

4. Authorization. Transferor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Transferee and Transferee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

5. Governing Law; Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Transferor is subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After Transferor is no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.

6. Entire Agreement. This Assignment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof (other than the Purchase Agreement).

7. Amendments; Waivers. This Assignment may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Assignment, in any one or more instances,

shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Assignment.

8. Severability. In the event that any part of this Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Assignment shall remain in full force and effect.

9. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment effective as of the day and year first written above.

**TRANSFEROR:**

**M SPACE HOLDINGS, LLC**

By: 

Name: Jeffrey Deutschendorf

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006008 FRAME: 0302**

**TRANSFEREE:**

**VESTA HOUSING SOLUTIONS, LLC**

By: 


Name: Daniel McMurtrie

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006008 FRAME: 0303**

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Grant Date</u>
M SPACE and Design	USA	77/506,241	3,572,067	6/24/2008	2/10/2009
	Canada	1420912	TMA839,527	12/8/2008	1/8/2013