

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vacation Rental Partner, LLC as successor by conversion to Vacation Rental Partner, Inc.		07/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	InvitedHome Management, LLC		
Street Address:	1401 Walnut Street		
Internal Address:	Suite 300		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4582630	INVITEDHOME	
Serial Number:	86210315	INVITEDHOME	
CORRESPONDENCE DATA			
Fax Number:	7168814928		
<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:	7168814928		
Email:	arood@sjalegal.com		
Correspondent Name:	Linda H Joseph		
Address Line 1:	392 Pearl Street Suite 301		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Linda H Joseph		
SIGNATURE:	/Linda H Joseph/		
DATE SIGNED:	08/08/2017		
Total Attachments: 16			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between, InvitedHome Management, LLC, a corporation formed in accordance with the laws of Colorado (the "Assignee") and Vacation Rental Partner, LLC, as successor by conversion to Vacation Rental Partner, Inc., a corporation formed in accordance with the laws of Delaware (collectively, the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark "InvitedHome" and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, Assignor is a corporate affiliated of Assignee;

WHEREAS, Assignor entered into a Coexistence Agreement with Invitation Homes, LLP, a limited liability partnership formed in accordance with the laws of Delaware, in connection with proceedings before the U.S. Patent and Trademark Office which resulted in the successful registration of the trademark "InvitedHome" by Assignor, a copy of which is attached as Exhibit 2 and under which an the assignment of the "InvitedHome" trademark to an affiliated company of Assignor is permitted under paragraph 12 thereof without consent of Invitation Homes, LLP; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark "InvitedHome."

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee as of December 1, 2015, the entire right, title, interest in and to the trademark InvitedHome in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by such trademark (including, without limitation, the right to renew any registrations included in the trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the trademark, and any priority right that may arise from the trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably

necessary to effect this assignment or to confirm Assignee's ownership of the trademark.

3. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR: VACATION RENTAL PARTNER, LLC, successor by conversion to VACATION RENTAL PARTNER, INC.;

Michael T. Joseph

By: Michael T. Joseph

Title: CEO

STATE OF COLORADO:

COUNTY OF Boulder

On this 10 day of July, 2017, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael T. Joseph known by me to be the person of the above name [and an officer of Vacation Rental Partner LLC] duly authorized to execute this Assignment on behalf of Vacation Rental Partner LLC and who signed and executed the foregoing instrument on behalf of Vacation Rental Partner LLC

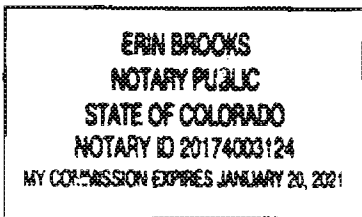
Given under my hand and seal of office this 20 day of July, 2017

My commission expires:

January 20 2021

Erin Brooks
Notary Public

1420 Canyon Blvd Boulder CO 80302
Address



ASSIGNEE; INVITEDHOME MANAGEMENT, LLC:

Michael T. Joseph

By: Michael T. Joseph

Title: CEO

STATE OF COLORADO :

COUNTY OF :

On this 20 day of JULY, 2017, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael T. Joseph, known by me to be the person of the above name and an officer of Invited Home Management LLC authorized to execute this Assignment on behalf of Invited Home Management LLC and who signed and executed the foregoing instrument on behalf of Invited Home Management LLC

Given under my hand and seal of office this 20 day of JULY, 2017

My commission expires:

January 20 2021

[Signature]

Notary Public

1420 Canyon Blvd Boulder CO 80302

Address

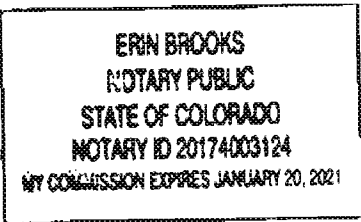


Exhibit 1

Trademark List

Trademark: InvitedHome

Registration Number: 4,582630
International Class: 36
Registration Date: August 12, 2014

Application Number: 86210315
International Classes 35, 37, 39, 43 and 45
Application Date: March 7, 2014

Schedule 2

(See attached copy of coexistence agreement)

COEXISTENCE AGREEMENT

THIS COEXISTENCE AGREEMENT (together with the Schedules attached hereto, the "Agreement") is made as of the last date signed below (the "Effective Date") by and between Invitation Homes L.P., a Delaware limited partnership, with a principal place of business at 901 Main Street, Suite 4700, Dallas, TX 75202 ("Invitation Homes"), and Vacation Rental Partner, Inc., a Delaware corporation, with a principal place of business at 1919 14th St., Suite 714, Boulder, CO 80302 ("VRP").

WHEREAS, Invitation Homes is the owner of pending U.S. Application No. 85696393;

WHEREAS, VRP is the owner of U.S. Registration No. 4582630 and U.S. Application No. 86210315;

WHEREAS, on August 20, 2013, VRP filed a Notice of Opposition (Opposition No. 91212093) against Invitations Homes' pending U.S. Application No. 85696393 (the "Opposition");

WHEREAS, on September 2, 2014, Invitation Homes filed a Counterclaim for Cancellation of VRP's U.S. Registration No. 4582630 (the "Counterclaim"); and

WHEREAS, Invitation Homes and VRP believe that their respective marks (set forth herein) can coexist without confusion on the basis set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree and acknowledge the following:

1. Subject to the specified limitations and conditions, VRP will consent to the use and registration by Invitation Homes of (i) the INVITATION HOMES and IH marks (including its word mark, stylized marks, and design marks identified on Schedule A) (the "INVITATION HOMES Marks") in connection with the marketing, promotion and provision of real estate services, namely, the acquisition, renovation, rental, leasing and management of residential housing, and brokerage and sales services relating to residential housing (collectively, the "INVITATION HOMES Services"), and (ii) the INVITATION HOMES designation as a trade name, domain name, corporate name and/or fictitious business name in connection with the INVITATION HOMES Services. Without limiting the foregoing, VRP consents to Invitation Homes' registration of U.S. Application No. 85696393.

2. Subject to the specified limitations and conditions, Invitation Homes will consent to the use by VRP of (i) the INVITEDHOME marks (including the word mark, stylized mark and design mark identified on Schedule B) (the "INVITEDHOME Marks") in connection with the marketing, promotion and provision of rental management services at short-term vacation homes to both property owners and vacationers seeking vacation or resort lodging in Class 36 and the services set forth in Paragraph 6 below in Classes 35, 37, 39, 43 and 45 (collectively the "INVITEDHOME Services") and (ii) the INVITEDHOME designation as a trade name, domain name, corporate name and/or fictitious business name in connection with the INVITEDHOME Services. Without limiting the foregoing, Invitation Homes consents to VRP's registration of

U.S. Registration No. 4582630 and U.S. Application No. 86210315 (as amended pursuant to Paragraph 6 below).

3. Within five (5) days after the amendments in Paragraph 6 have been submitted to the U.S. Patent and Trademark Office, VRP will voluntarily dismiss the Opposition. Provided that Invitation Homes complies with the terms and conditions of this Agreement, and subject to the specified terms and conditions, VRP will not challenge the use or registration by Invitation Homes of (i) the INVITATION HOMES Marks in connection with the marketing, promotion and provision of the INVITATION HOMES Services, or (ii) the INVITATION HOMES designation as a trade name, domain name, corporate name and/or fictitious business name in connection with Invitation Homes' business and the INVITATION HOMES Services.

4. Within five (5) days after the amendments in Paragraph 6 have been submitted to the U.S. Patent and Trademark Office, Invitation Homes will voluntarily dismiss the Counterclaim.

5. Provided that VRP complies with the terms and conditions of this Agreement, and subject to the specified terms and conditions, Invitation Homes will not challenge the use or registration by VRP of (i) the INVITEDHOME Marks in connection with the marketing, promotion and provision of the INVITEDHOME Services, or (ii) the INVITEDHOME designation as a trade name, domain name, corporate name and/or fictitious business name in connection with VRP's business and the INVITEDHOME Services.

6. Within five (5) days after the Effective Date, VRP will amend the specification of services with respect to Application No. 86210315 as follows:

(i) For Class 35: Providing an interactive website which advertises short-term vacation lodging by bringing together prospective vacationers seeking vacation or resort lodging and vacation property owners, including descriptions, photographs and video walk throughs, text, price, location, maps and other information to be considered by prospective vacationers in making short-term vacation rental decisions; Providing an interactive website allowing vacation property owners to advertise their properties for short-term vacation rentals and advertising vacation properties available for short-term vacation rental including responding to inquiries from prospective vacationers seeking vacation or resort lodging; Online advertising and marketing services related to the short-term rental of vacation properties, as opposed to primary residences; Real estate marketing/advertising services in the field of short-term vacation home rental to vacationers seeking vacation or resort lodging, as opposed to primary residences.

(ii) For Class 37: Maid services provided to vacationers at vacation lodging;

(iii) For Class 39: Providing a website for the arrangement and booking of vacation travel.

(iv) For Class 43: Agency services for the reservation and booking of vacation lodging at luxury vacation rental properties; Providing a website for the arrangement and booking of vacation lodging for vacation stays; Providing vacation lodging information services and vacation lodging booking services for vacation travelers.

(v) For Class 45: Personal concierge services for vacation travelers comprising making requested personal arrangements and reservations and providing customer-specific information to meet individual needs.

7. VRP will prominently use descriptive language or a designation of its choosing that reasonably conveys the short-term vacation nature of the INVITEDHOME Services on VRP's official website(s) (maintained at www.invitedhome.com and/or such other addresses) and its official social media presences. By way of example only and not limitation, VRP's current use of the designation "BEST. VACATION. EVER." on the banner of its website and its prominent use of the descriptive language "VACATION HOME RENTAL" on its Facebook page satisfies this Paragraph.

8. Invitation Homes will not use: (i) any design or stylization that is confusingly similar to the designs or stylizations used by VRP as set forth in Schedule B; (ii) the INVITATION HOMES Marks in connection with the INVITEDHOME Services; (iii) the INVITEDHOME Marks in connection with any goods or services; (iv) the term "INVITATIONHOMES" (as one word); or (v) the colors gold and black together (in the Pantone colors shown in Schedule D) as a part of any stylization, design or logo presentation of the INVITATION HOMES Marks, or as trade dress in connection with the INVITATION HOMES Services; provided, however, that the foregoing shall not in any way limit (a) incidental use of the colors gold and black together in, for example, photographs of the interiors or exteriors of rental properties that may feature a gold and black color scheme or furnishings; or (b) use of Pantone Black 3 C alone or as a part of any stylization, design or logo presentation of the INVITATION HOMES Marks, or as trade dress in connection with the INVITATION HOMES Services, so long as such color is not used in conjunction with Pantone 4515 C.

9. VRP will not use: (i) any design or stylization that is confusingly similar to the designs or stylizations used by Invitation Homes as set forth in Schedule A; (ii) the INVITEDHOME Marks in connection with the INVITATION HOMES Services, including without limitation the long-term leasing of single family homes; (iii) the INVITATION HOMES Marks in connection with any goods or services; (iv) the term "INVITED HOME" (as two separate words); or (v) the colors blue and yellow together (in the Pantone colors shown in Schedule C) as a part of any stylization, design or logo presentation of the INVITEDHOME Marks, or as trade dress in connection with the INVITEDHOME Services; provided, however, that the foregoing shall not in any way limit incidental use of the colors blue and yellow together in, for example, photographs of the interiors or exteriors of short-term vacation rental properties that may feature a blue and yellow color scheme or furnishings.

10. The parties agree to sign consents or other documents as needed, to make necessary filings with the U.S. Patent and Trademark Office, and to take whatever other steps are reasonably necessary to effectuate the intent and provisions of this Agreement.

11. This Agreement shall inure to the benefit of and be binding upon the parties as well as on their respective affiliates, related companies, parents, subsidiaries, officers, directors, principals, successors, licensees, co-venturers, permitted assigns and any other party in privity with or otherwise working in concert with them.

12. Except as set forth in this Paragraph, neither party shall have the right to effect an assignment of this Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, in whole or in part, to (i) an affiliate of such party which holds or has (or will have) rights to use the INVITATION HOMES Marks or INVITEDHOME Marks (as applicable), or (ii) any person or entity that acquires, whether by purchase of assets, merger, consolidation, reorganization, or other transaction, all or substantially all of the business and assets of a party, so long as such person or entity owns the INVITATION HOMES Marks or INVITEDHOME Marks (as applicable) or has the right to license the same. In the event of an assignment of any of the INVITATION HOMES Marks or INVITEDHOME Marks by the applicable party to a third party, the third party shall take subject to this Agreement and all of its terms, and this Agreement shall remain in full force and effect with all of its provisions binding upon such third party.

13. The parties shall cooperate with one another and take all reasonable steps to ensure that no consumer confusion arises as a result of their respective uses of their respective marks. Each party will notify the other party of any instances of actual confusion of which it becomes aware, and the parties will make good faith efforts to eliminate confusion consistent with the terms of this Agreement.

14. This Agreement is applicable throughout the United States, its territories and possessions.

15. Neither party shall license or otherwise authorize any third party to undertake any action that such party is precluded from undertaking directly under the terms of this Agreement. The parties agree that neither party, nor their respective licensees or related companies as defined in 15 U.S.C. § 1127, if any, shall advertise or otherwise represent or hold itself or its products services out as sponsored, associated with or in any way approved of by the other party.

16. Each party warrants and represents to the other party that (i) the person executing this Agreement on its behalf is an authorized representative of such party, with full power to execute this Agreement on behalf of its principal, and (ii) it has entered into no other agreement whose terms are contrary to the obligations under this Agreement, or that would otherwise preclude the performance of each of its obligations under this Agreement.

17. This Agreement contains the entire agreement between the parties on the subjects covered here and supersedes any other written or oral understandings. This Agreement shall not be amended or cancelled except by a writing signed by all parties hereto. Should one or any of the provisions of this Agreement be, or become, invalid in whole or in part, or if there is an omission in the Agreement, the validity of the remaining provisions shall not be affected. In place of the invalid provision or to fill an omission, an appropriate provision shall be effective which, to the extent legally possible, most closely reflects the intention of the parties if they had considered this point.

18. This Agreement may be executed in one or more counterparts that together shall constitute one Agreement. Electronic transmission of a party's signature on this Agreement shall have the same force and effect as that party's original signature.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives, who are authorized to bind the respective parties, effective as of the date of the final signature below.

INVITATION HOMES L.P.

By: _____

Name: _____

Title: Executive VP & Chief Legal Officer

Date: 08/20/2015

VACATION RENTAL PARTNER, INC.

By: _____

Name: Michael T. Joseph

Title: CEO

Date: 8/6/2015

SCHEDULE A

INVITATION HOMES Marks

1. INVITATION HOMES (word mark)
2. IH (word mark)
3. INVITATION HOMES (Stylized) (as set forth below):

INVITATION
HOMES

4. IH and Design (as set forth below):



5. IH INVITATION HOMES and Design (Horizontal) (as set forth below):

 INVITATIONHOMES.

6. IH INVITATION HOMES and Design (4 color version) (as set forth below):


INVITATION
HOMES.

7. IH INVITATION HOMES and Design (Grayscale) (as set forth below):



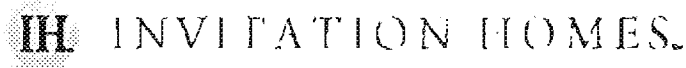
8. IH INVITATION HOMES and Design (2 color version reversed) (as set forth below):



9. IH INVITATION HOMES and Design (1 color version reversed) (as set forth below):



10. IH INVITATION HOMES and Design (Horizontal) (as set forth below):



11. IH INVITATION HOMES and Design (as set forth below):



12. IH INVITATION HOMES and Design (Grayscale) (as set forth below):



13. IH INVITATION HOMES and Design (2 color version reversed) (as set forth below):



14. IH INVITATION HOMES and Design (1 color version reversed) (as set forth below):



SCHEDULE B

INVITEDHOME Marks

1. INVITEDHOME (word mark)
2. BEST. VACATION. EVER. (word mark)
3. INVITEDHOME BEST. VACATION. EVER. and Design (as set forth below):



4. INVITEDHOME BEST. VACATION. EVER. and Design (as set forth below):



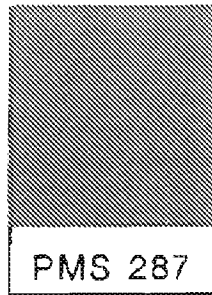
5. INVITEDHOME BEST. VACATION. EVER. and Design (as set forth below):



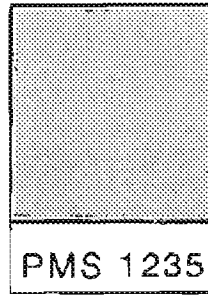
SCHEDULE C

INVITATION HOMES Pantone Colors

Please note that all colors as viewed here are approximates only. To view actual printed PMS, CMYK, RGB or web safe colors, refer to the PANTONE Color System Guide.



C M Y K
100 87 20 11
R G B
0 45 135
WEB #002f87

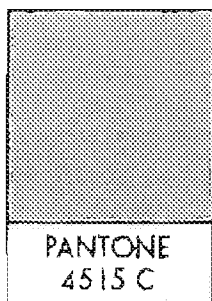


C M Y K
0 32 94 0
R G B
255 184 29
WEB #ffb81d

SCHEDULE D

INVITEDHOME Pantone Colors

Please note that all colors as viewed here are approximates only. To view actual printed PMS, CMYK, RGB or web safe colors, refer to the PANTONE Color System Guide.



C M Y K
31 31 68 2
R R R
183 156 87
WEB #B79C57



C M Y K
73 61 70 71
R R R
0 0 0
WEB #000000