

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xome Holdings LLC		11/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Real Estate Digital LLC		
Street Address:	27081 Aliso Creek Road		
Internal Address:	Ste. 200		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86620225	GOPAPERLESS SOLUTIONS	
Serial Number:	86609949	ESIGNONLINE	
Serial Number:	86427038	RDOCS	
Serial Number:	76655509	RDESK	
Serial Number:	76414801	TRANSACTIONPOINT	
CORRESPONDENCE DATA			
Fax Number:	2143676001		
<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:	214-367-6012		
Email:	roxanne.edwards@klemchuk.com		
Correspondent Name:	S. Roxanne Edwards		
Address Line 1:	8150 North Central Espressway		
Address Line 2:	10th Floor		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	2057.0001		
NAME OF SUBMITTER:	S. Roxanne Edwards		

OP \$140.00 86620225

SIGNATURE:	/S.Roxanne Edwards/
DATE SIGNED:	11/20/2017
Total Attachments: 3 source=RED - TM Assignment#page1.tif source=RED - TM Assignment#page2.tif source=RED - TM Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 17th day of November, 2017, by and between Xome Holdings LLC, a Delaware limited liability company ("Assignor") and Real Estate Digital LLC, a Delaware limited liability company ("Assignee") (collectively referred to as the "Parties").

RECITALS

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the trademarks and registrations therefor shown in Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignor wishes to assign and transfer to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual promises, warranties, and covenants contained herein, the Parties hereby agree as set forth below.

TERMS OF ASSIGNMENT

1. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee with full title guarantee, and Assignee hereby accepts, all rights, title, and interest in and to the Trademarks and the goodwill associated therewith, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present, and future infringements of any of the Trademarks.
2. Representations and Warranties of Assignor. Assignor represents and warrants that Assignor is the sole and exclusive legal and beneficial owner of all right, title, and interest in and to the Trademarks, and Assignor has full right, power, authority, and capacity and approvals of any other third party necessary to execute and perform this Assignment, which, to its knowledge, shall not be against any enforceable and effective laws or contracts. The Assignor further represents and warrants to Assignee that it is not aware of any encumbrances, liens, or claims with any other right, title, or interest of any third party, nor has the Assignor encumbered, pledged, assigned, transferred, or otherwise conveyed the Trademarks in any manner to any person or entity.
3. Covenants and Further Assurances. Upon request of Assignee, Assignor shall promptly perform all reasonable acts, execute, acknowledge, deliver and/or cause to be delivered any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to cause or maintain registration of any of the Trademarks, change ownership of the Trademarks and registrations therefor to Assignee, and fulfill all the terms and conditions of this Assignment.
4. Governing Law and Venue. This Assignment and any actions arising out of this Assignment shall be governed by the laws of the United States of America and the State of Texas,

and the federal and state courts located in Texas have exclusive jurisdiction and venue over any disputes arising out of, related to, or in connection with this Assignment.

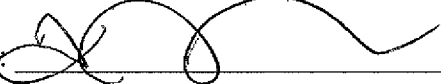
5. Counterparts. This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, 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 Assignment.

6. Binding Effect. This Assignment shall be binding and inure to the benefit of the Parties and their respective successors and assigns.

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

ASSIGNOR

Xome Holdings LLC

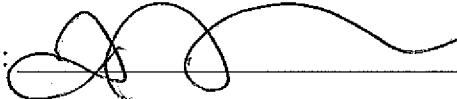
By: 

Name: ARASH MOSTAFAVIOUR

Title: EVP & GENERAL COUNSEL

ASSIGNEE

Real Estate Digital LLC

By: 

Name: ARASH MOSTAFAVIOUR

Title: GENERAL COUNSEL & EVP

SCHEDULE A

Mark	App No. Reg No.	App Date Reg Date	Class(es)
GOPAPERLESS SOLUTIONS & Design	App 86620225 Reg 4958570	App 05-MAY-2015 Reg 17-MAY-2016	42
ESIGNONLINE & Design	App 86609949 Reg 4949469	App 25-APR-2015 Reg 03-MAY-2016	42
RDOCS	App 86427038 Reg 4763727	App 17-OCT-2014 Reg 30-JUN-2015	35, 38, 42
RDESK (stylized)	App 76655509 Reg 3209993	App 17-FEB-2006 Reg 20-FEB-2007	9
TRANSACTIONPOINT	App 76414801 Reg 2798874	App 30-MAY-2002 Reg 23-DEC-2003	36, 42