

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSI Home Products Management, Inc.		11/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RSI Communities LLC		
Street Address:	680 Newport Center Drive, 3rd Floor		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4923003	RSI COMMUNITIES	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan A. Menkes/Knobbe, Martens		
Address Line 1:	2040 Main St., 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	RSIHOLD4.006T		
NAME OF SUBMITTER:	Jonathan A. Menkes		
SIGNATURE:	/JAM/		
DATE SIGNED:	11/28/2017		
Total Attachments: 3			
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OP \$40.00 4923003

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is effective as of the mutual execution of the Assignment, by and between, RSI Home Products Management, Inc., a Delaware corporation with a place of business at 400 East Orangethorpe Avenue, Anaheim, California 92801 (“ASSIGNOR”), and RSI Communities LLC, a Delaware limited liability company with a place of business at 680 Newport Center Drive, 3rd Floor, Newport Beach, California 92660 (“ASSIGNEE”).

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the “Trademarks”) in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registration relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (collectively, the “Registration”);

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registration worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest worldwide, that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registration, worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

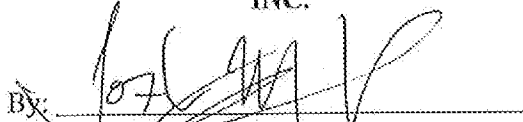
- (1) the Trademarks set forth in Schedule A;
- (2) the Registration set forth in Schedule B; and

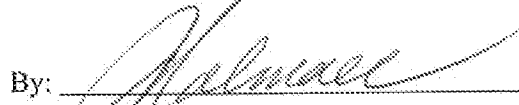
(3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks and Registration, and other registered or unregistered trademarks or service marks, that include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the mutual execution of the Assignment as set forth below.

RSI HOME PRODUCTS MANAGEMENT,
INC.

RSI COMMUNITIES LLC

By: 

By: 

Name: Jonathan M. Robertson

Name: Todd Palmer

Title: Sr. Vice President

Title: President & CEO

Date: November 28, 2017

Date: November 28, 2017

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A – Trademarks

RSI COMMUNITIES



SCHEDULE B - Federal Trademark Registration

Registered Trademarks	Serial No.	Registration No.
RSI COMMUNITIES	77804032	4923003

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