

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeremy Shoenig		12/13/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Broker Sumo, Inc.		
Street Address:	155 Sweetberry Court		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95136		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5141276	BROKERSUMO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8015327840		
Email:	cpehrson@parrbrown.com		
Correspondent Name:	Chad Pehrson		
Address Line 1:	101 South 200 East Ste 700		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Chad S. Pehrson		
SIGNATURE:	/Chad S. Pehrson/		
DATE SIGNED:	01/29/2018		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is entered into as of this 13th day of December, 2017 (the “**Effective Date**”), between Jeremy Shoenig, an individual (“**Assignor**”), and Broker Sumo, Inc., a Delaware Corporation (“**Assignee**”).

RECITALS

- A.** Assignor is a party to a pending Stock Purchase and Sale Agreement (the “**Stock Purchase Agreement**”) with InsideRE, LLC, a Delaware limited liability corporation (“**Buyer**”), pursuant to which Buyer will purchase all the shares of capital stock of Assignee. All terms contained herein shall have the meanings ascribed to them in the Stock Purchase Agreement, unless otherwise expressly set forth herein;
- B.** As a condition precedent to the execution of the Stock Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s rights, title and interests in and to trademarks, service marks, logos, trade names and trade dress, and any applications and registrations related thereto, together with all goodwill associated therewith, including without limitation the marks listed on Exhibit A (the “**Marks**”); and
- C.** For value received under the Stock Purchase Agreement, Assignor has agreed to assign his ownership rights in the Marks to Assignee, as stated herein.

AGREEMENT

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all of the right, title, and interest of Assignor in and to the Marks, including common law rights, throughout the world, and (a) all renewals and extensions thereof, (b) all income, royalties, damages, payments, consideration and other proceeds now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past, present and future infringements thereof, (c) all rights to sue for past, present and future infringements thereof, and (d) all goodwill associated therewith.
2. **AUTHORIZATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any trademark applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.
3. **ADDITIONAL DOCUMENTS.** From time to time, as and when requested by any party, each of the parties hereto shall execute such documents and other instruments and take such further actions as may be reasonably required or desirable to consummate and evidence the transactions

contemplated by the Stock Purchase Agreement, including the execution and delivery of such other instruments of transfer reasonably necessary to transfer title to the Marks to Assignee as contemplated by the Stock Purchase Agreement and to effect this Assignment and its recordation in the relevant state and national trademark offices. Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's full and lawful attorney, with full power of substitution, in its name or otherwise, to sign all documents, instruments, or agreements and to take any other actions Assignee chooses to take, in its sole discretion, with respect to the Marks.

4. **EFFECTIVE DATE.** The sale, transfer, assignment, conveyance and delivery of the Marks by Assignor to Assignee pursuant to Section 1 hereof shall be deemed effective as of the Effective Date.

5. **NO WAIVER.** Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Stock Purchase Agreement or constitute a waiver or release of Assignor or Buyer of any liabilities, duties or obligations imposed upon them by the terms of the Stock Purchase Agreement, including the representations, warranties, covenants, agreements and other provisions of the Stock Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Stock Purchase Agreement, the provisions of the Stock Purchase Agreement shall govern.

6. **ASSIGNMENT.** Subject to the terms and conditions of the Stock Purchase Agreement and except as set forth below, this Assignment and the rights and obligations hereunder shall not be assignable or transferable by Assignee or Assignor without the prior written consent of each of the parties hereto. Subject to the first two sentences of this Section 6, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any attempted assignment or transfer in violation of this Section 6 shall be void.

7. **RELATIONSHIP BETWEEN PARTIES.** Neither party, nor either party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either party's employees, representatives, subcontractors or agents.

8. **NO THIRD-PARTY BENEFICIARIES.** This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto, any legal or equitable rights hereunder as a third-party beneficiary or otherwise; provided, however, that the foregoing notwithstanding, Buyer shall be deemed to be a third-party beneficiary of this Assignment.

9. **NOTICES.** All notices or other communications required or permitted to be given hereunder shall be made in accordance with the Stock Purchase Agreement.

10. **AMENDMENTS.** No amendment, supplement, modification or cancellation of this Assignment shall be effective unless it shall be in writing and signed by each party hereto.

11. **INTERPRETATION.** The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment. This

Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

12. **COUNTERPARTS.** This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Signatures delivered by facsimile or e-mail in portable document format (pdf) shall be binding for all purposes hereof.

13. **SEVERABILITY.** If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

14. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

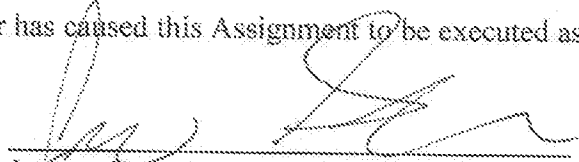
15. **SPECIFIC PERFORMANCE.** The parties hereto agree that irreparable damage would occur if any provision of this Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled, without posting a bond or similar indemnity, to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions hereof in any court in the State of Delaware sitting in New Castle County, in addition to any other remedy to which they are entitled at law or in equity.

16. **WAIVER OF COMPLIANCE.** Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party, granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

17. **ENTIRE AGREEMENT.** This Assignment and the Stock Purchase Agreement contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except to the extent specifically set forth herein, supersede all prior agreements and understandings relating to such subject matter.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.



Jeremy Shoenig

STATE OF)
) SS:
COUNTY OF)

Before me this _____ day of _____, 20____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity therefor and that he signed the same of his own free will for the purpose therein expressed.

WITNESS my hand and official seal:

Notary Public

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SEE ATTACHED
NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

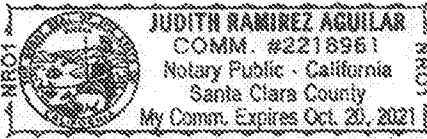
On December 13, 2017 before me, Judith Ramirez Aguilar, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jeremy Shoening
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.



Signature J. Ramirez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Agreement
Document Date: Number of Pages: 2
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

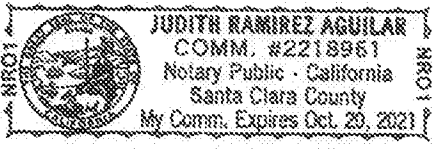
On December 13, 2017 before me, Judith Ramirez Aguilar, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeremy Shoenig
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Ramirez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Trademark Agreement
Document Date: Number of Pages: 2
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

EXHIBIT A—ASSIGNED TRADEMARK

United States of America
United States Patent and Trademark Office

BrokerSumo

Reg. No. 5,141,276

Jeremy Shoensig (UNITED STATES INDIVIDUAL)
1382 Tammi Lee Dr. #4
San Jose, CA 95122

Registered Feb. 14, 2017

Int. Cl.: 42

CLASS 42: Providing a website featuring non-downloadable software for comprehensive real estate brokerage management

Service Mark

FIRST USE 7-1-2015; IN COMMERCE 7-1-2015

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-084,429, FILED 07-06-2016
KATINA SHAY JACKSON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office