

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475128

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Real Property Management, Inc.		02/11/2018	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Property Management Business Solutions, LLC		
<b>Street Address:</b>	1455 West 2200 South		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84119		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3521369	PRM	
<b>Registration Number:</b>	3526475	PRM	
<b>Registration Number:</b>	3942383	THE NATION'S LOCAL PROPERTY MANAGER	
<b>Registration Number:</b>	4164283	R REAL PROPERTY MANAGEMENT	
<b>Registration Number:</b>	4745975	R REAL PROPERTY MANAGEMENT	
<b>Registration Number:</b>	5132072	THE NATION'S LOCAL PROPERTY MANAGER	
<b>Registration Number:</b>	5309133	R REALEVATE	
<b>Registration Number:</b>	3599048	PME	
<b>Registration Number:</b>	3523313	PME	
<b>Registration Number:</b>	3572022	R REAL PROPERTY MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	NORTH POINT		

CH \$265.00 3521369

<b>Address Line 4:</b>	CLEVELAND, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	560255006010-sk
<b>NAME OF SUBMITTER:</b>	Leozino Agozzino
<b>SIGNATURE:</b>	/Leozino Agozzino/
<b>DATE SIGNED:</b>	05/23/2018
<b>Total Attachments: 6</b> source=Tab 05 - Trademark Assignment by RPM#page1.tif source=Tab 05 - Trademark Assignment by RPM#page2.tif source=Tab 05 - Trademark Assignment by RPM#page3.tif source=Tab 05 - Trademark Assignment by RPM#page4.tif source=Tab 05 - Trademark Assignment by RPM#page5.tif source=Tab 05 - Trademark Assignment by RPM#page6.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on this 11th day of February, 2018, by and between Real Property Management, Inc., a Utah corporation ("*Assignor*"), and Property Management Business Solutions, LLC, a Utah limited liability company ("*Assignee*"), pursuant to an Purchase Agreement, to be entered into subsequent to the date hereof (the "*Purchase Agreement*").

### RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations, foreign trademark registrations, cancelled registrations and abandoned applications identified and set forth on Schedule A hereto or that otherwise constitute a "Purchased Asset" under the Purchase Agreement (the "*Marks*") and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for one hundred thousand dollars (\$100,000) ("*the Purchase Price*"), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. The above recitals are incorporated herein as if set forth at length below.
2. Assignee shall pay the Purchase Price pursuant to a Promissory Note (the "*Note*") in favor of Assignor. The Note shall be substantially in the form attached hereto as Annex 1.
3. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following:
  - a) The Marks;
  - b) All common law rights and goodwill associated with the Marks; and
  - c) The right to recover damages for any and all past infringement.
4. Assignor agrees, upon reasonable request and without further compensation, that Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
5. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
6. Assignee hereby accepts the assignment and conveyance of the Marks.

7. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.
  
8. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Sellers contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.


**[Signatures on the Following Page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

**Real Property Management, Inc., as Assignor**





By:   
Name: Kirk McQuay  
Title: President


**Property Management Business Solutions LLC, as Assignee**


By:   
Name: Lukas Krause  
Title: CEO


4821-6347-1709







**SCHEDULE A**



United States Trademark Registrations			
Mark	Class	Reg. No.	Reg. Date
PRM	36	3521369	October 21, 2008
	36	3526475	November 4, 2008
THE NATION'S LOCAL PROPERTY MANAGER	36	3942383 (Supp. Reg.)	April 5, 2011
	36	4164283	June 26, 2012
	36	4745975	June 2, 2015
THE NATION'S LOCAL PROPERTY MANAGER	36	5132072	January 31, 2017
	36, 37	5309133	October 17, 2017


International Trademark Registrations				
Mark	Class	Reg. No.	Reg. Date	Designations
	36	1180150	Sept. 28, 2013	Australia

Australia Trademark Registrations			
Mark	Class	Reg. No.	Reg. Date
	36	1588787 (Based on IR 1180150)	Sept. 28, 2013



Canada Trademark Registrations			
Mark	Goods/Services	Reg. No.	Reg. Date
	Computer software programs, namely, property management software ... Residential real estate management services ...	TMA845610	March 8, 2013





	Computer software programs, namely, property management software ... Residential real estate management services ...	TMA845608	March 8, 2013
	Residential real estate management	TMA898341	March 10, 2015
	Residential real estate management	TMA894542	January 20, 2015
	Residential real estate management services ...	TMA893682	January 12, 2015
	Residential real estate management services ...	TMA915933	October 2, 2015
	Residential real estate management services ...	TMA934880	April 14, 2016

Mexico Trademark Registrations			
Mark	Class	Reg. No.	Reg. Date
	36	1161985	June 3, 2010
	36	1276526	March 28, 2012

European Union Trademark Registrations			
Mark	Class	Reg. No.	Reg. Date
	35, 36, 43	008280364	July 12, 2012

Cancelled Trademark Registrations				
Mark	Country	Reg. No.	Reg. Date	Date Cancelled
PME	US	3599048	March 31, 2009	Nov. 06, 2015

	US	3523313	Oct. 28, 2008	May 29, 2015
	US	3572022	Feb. 10, 2009	Sep. 11, 2015

Abandoned Trademark Applications				
Mark	Country	Appl. No.	Filing Date	Date Abandoned
	Canada	1404476	July 21, 2008	Jan. 22, 2013
	Canada	1459367	Nov. 17, 2009	June 5, 2013
	Canada	1459471	Nov. 17, 2009	June 5, 2013
	Canada	1454505	Oct. 7, 2009	Nov. 29, 2010