

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Housefax.com LLC		12/31/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	National HouseCheck Corporation		
Street Address:	950 West Bannock St., Suite 950		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3922408	HOUSEFAX	
Registration Number:	5161106	HOUSEFAX	
Registration Number:	5161109	HOUSEFAX	
Registration Number:	5197433	KNOW BEFORE YOU GO	
CORRESPONDENCE DATA			
Fax Number:	8665215663		
<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:	7577267799		
Email:	tmdocket@culhanemeadows.com		
Correspondent Name:	Kevin W. Grierson		
Address Line 1:	2736 Holly Ridge Lane, Suite 201		
Address Line 4:	Williamsburg, VIRGINIA 23185		
NAME OF SUBMITTER:	Kevin W. Grierson		
SIGNATURE:	/kwg/		
DATE SIGNED:	01/02/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”), is made and entered into this 31st day of December, 2018 (the “**Effective Date**”), by and between Housefax.com, LLC, a Virginia limited liability company (the “**Assignor**”), and National HouseCheck Corporation, a Delaware corporation (the “**Assignee**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered in the United States Patent and Trademark Office, and common law trademarks and service marks (collectively the “**Marks**”) as listed on Schedule A hereto;

WHEREAS, the Parties have agreed by an Asset Purchase Agreement (the “**Purchase Agreement**”) dated as of the Effective Date, by and among Assignor and Assignee, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignment.

(a) Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor’s entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

(b) All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

2. Transfer of Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Cooperation.

(a) Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts, at Assignee's sole cost and expense, which may be necessary or desirable to secure and maintain protection on the Marks and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary, at Assignee's sole cost and expense, to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

(b) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same, at Assignee's sole cost and expense, in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

4. No Conflict. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

5. Right of Priority. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Evidence. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

7. General.

(a) Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the state of Delaware and/or U.S. federal law, if applicable, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the Parties.

(b) Severability. If any portion of this agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

(c) Attorneys' Fees. If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' fees.

(d) Counterparts. This Agreement may be executed by the parties in counterparts, including by way of electronic execution, each of which shall be deemed an original and shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

ASSIGNOR:

ASSIGNEE:

HOUSEFAX.COM, LLC

NATIONAL HOUSECHECK CORPORATION

By: Eddy Lang
Name: Eddy Lang
Title: CEO

By: Dennis Conforto
Name: Dennis Conforto
Title: Chief Executive Officer

Address:
6045 Tinley Mill Dr
Haymarket, VA 20169

Address:
950 W. Bannock St., Suite 950
Boise, ID 83702

SCHEDULE A
TRADEMARKS

United States Registered Trademarks

Registration Number	Registered Date	Mark
3,922,408	February 22, 2011	Housefax
5,161,106	March 14, 2017	HOUSEFAX
5,161,109	March 14, 2017	The wording "Housefax" and to the left of the "H" a wall with a magnifying glass on its surface, and above the "H" and the wall a roof such that the roof, wall and "H" together suggest the appearance of a three-dimensional house.
5,197,433	May 2, 2017	KNOW BEFORE YOU GO

Schedule A