

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auction.com, LLC	FORMERLY Ten-X, LLC	12/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ten-X, Inc.		
Street Address:	15295 Alton Parkway		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5324420		
Registration Number:	5324422		
Registration Number:	5355630		
Registration Number:	5351015	TEN-X	
Registration Number:	5355628	TEN-X	
Registration Number:	5355629	TEN-X	
Registration Number:	5324421	TEN-X	
Registration Number:	5301883	WHERE REAL ESTATE IS MOVING	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	2029426989		
Email:	john.rynkiewicz@arnoldporter.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 2:	Arnold & Porter Kaye Scholer LLP		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	John P. Rynkiewicz		

OP \$215.00 5324420

SIGNATURE:	/john P. Rynkiewicz/
DATE SIGNED:	01/03/2019
Total Attachments: 3 source=Ten-X Inc. Trademark Assignment Agreement#page1.tif source=Ten-X Inc. Trademark Assignment Agreement#page2.tif source=Ten-X Inc. Trademark Assignment Agreement#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), dated as of December 31, 2018, is entered into by and between Ten-X, Inc., a Delaware corporation (“Assignee”), and Auction.com, LLC (f/k/a Ten-X, LLC), a Delaware limited liability company (“Assignor”). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Reorganization Agreement (as defined below).

WHEREAS, Assignor and Assignee have concurrently herewith consummated the contribution by Assignor of certain assets and liabilities of Assignor pursuant to the terms and conditions of the Reorganization Agreement dated December 31, 2018 by and between Assignor and Assignee (the “Reorganization Agreement”); and

WHEREAS, pursuant to the Reorganization Agreement and in connection with the Spin-Out Transaction, at the Closing Assignor will assign to Assignee, free and clear of all liens and encumbrances, and Assignee will accept, the trademarks set forth in Annex I attached hereto, together with all goodwill therein (collectively, the “Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens and encumbrances, and Assignee accepts and takes assignment and delivery of, all right, title and interest of ADC in and to the Trademarks.

2. Effect of Agreement. This Agreement and its provisions will be binding upon Assignor’s successors and assigns and will inure to the benefit of the successors and assigns of Assignee and all future assigns thereof. Notwithstanding anything to the contrary in this Agreement, (a) no provision hereof will in any way supersede, modify, replace, restrict, limit, or in any way affect the rights and obligations of the parties under the Reorganization Agreement, and (b) in the event of any conflict between the terms of this Agreement and the Reorganization Agreement, the terms of the Reorganization Agreement will control.

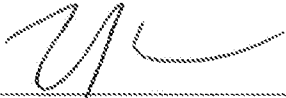
3. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with any applicable Governmental Authorities, including the U.S. Patent and Trademark Office, or similar intellectual property office or agency, and the parties hereto are hereby authorized to record this Agreement with any such Governmental Authorities. Assignee shall be responsible for preparing and filing all instruments and documents necessary to effect the assignment of the Trademarks to Assignee, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required).

4. Incorporation by Reference. Section 3, Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, and Section 15 of the Reorganization Agreement are hereby incorporated by reference into this Agreement and shall apply as if fully set forth herein mutatis mutandis.

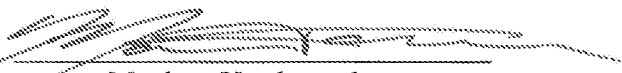
* * * * *

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

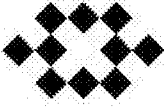
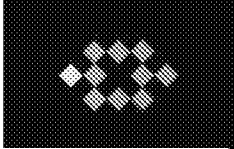
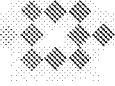


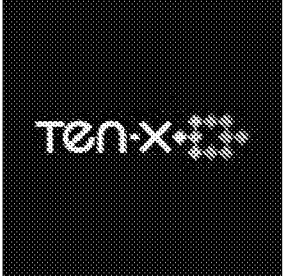
AUCTION.COM, LLC

By: 
Name: Lee J. Leslie
Title: Secretary

TEN-X, INC.

By: 
Name: Matthew Vandermyde
Title: Secretary

Annex I
Trademarks

Mark	Country	Application No.	Registration No.	Classes
	United States	86801349	5324420	9, 35, 36
	United States	86801359	5324422	9, 35, 36
	United States	86801360	5355630	9, 35, 36
TEN-X	United States	86709938	5351015	9, 35, 36
	United States	86801336	5355628	9, 35, 36
	United States	86801355	5355629	9, 35, 36
	United States	86801358	5324421	9, 35, 36
WHERE REAL ESTATE IS MOVING	United States	86469956	5301883	9, 35, 36