

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Climb Real Estate, Inc.		03/11/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Climb Franchise Systems, LLC		
Street Address:	175 Park Avenue		
City:	Madison		
State/Country:	NEW JERSEY		
Postal Code:	07940		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4025748	CLIMB REAL ESTATE	
Registration Number:	4028351	SF NEW DEVELOPMENTS	
Serial Number:	88015895	CLIMB	
Serial Number:	88015901	CLIMB	
Serial Number:	88163770	CLIMB	
Serial Number:	88163767	CLIMB REAL ESTATE	
Serial Number:	88164346	CLIMB REAL ESTATE	
Serial Number:	88163778	CLIMB REAL ESTATE	
Serial Number:	88164348	GENERATION CLIMB	
Serial Number:	88164347	GEN CLIMB	
Serial Number:	88164351	GEN CLIMB	
Serial Number:	88164352	GENERATION CLIMB	
CORRESPONDENCE DATA			
Fax Number:	9733873989		
<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:	973-407-2563		
Email:	uspto.mail@realogy.com		
Correspondent Name:	Melissa Berger		
Address Line 1:	175 Park Ave.		

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Address Line 4:	Madison, NEW JERSEY 07940
NAME OF SUBMITTER:	Melissa Berger
SIGNATURE:	/MELISSA BERGER/
DATE SIGNED:	03/12/2019
Total Attachments: 3 source=CLIMB Assignment#page1.tif source=CLIMB Assignment#page2.tif source=CLIMB Assignment#page3.tif	

ASSIGNMENT OF OWNERSHIP

THIS ASSIGNMENT (“Assignment”) dated effective March 11, 2019 (the “Effective Date”), is made by and between Climb Real Estate, Inc., a California corporation, with an address of 251 Rhode Island Street, Suite 105, San Francisco, CA 94103 (“Assignor”), and Climb Franchise Systems, LLC, a Delaware limited liability company, with an address of 175 Park Avenue, Madison, NJ 07940 (“Assignee”), (Assignee and Assignor are hereinafter collectively the “Parties”).

RECITALS

WHEREAS, Assignor desires to assign all of its rights, title, interest, and goodwill, including all statutory and common law rights, in and to its trademarks, service marks, logos, and designs, including, but not limited to, the trademarks listed in Schedules 1 and 2 hereto (collectively, the “Trademarks”), to Assignee, and Assignee intends to acquire those rights.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby agrees to assign, assigns, transfers, conveys, and delivers to Assignee all of its rights, title, and interest in and to the Trademarks, including the goodwill in and to the Trademarks and the goodwill of the business in which the Trademarks are used, free and clear of all liens and encumbrances of any nature.

2. Assignor agrees, at the request of Assignee and without charge or cost to Assignee, promptly to: (i) execute and have executed and cause affiliates to execute any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment and (ii) fully cooperate with Assignee to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office or the trademark office in any other jurisdiction worldwide, if Assignee desires, so that the Assignee’s ownership of the Trademarks is duly made of record.

3. This Assignment shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey, without giving effect to the conflict of law rules thereof.

4. In the event that any provision of this Assignment shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such provision shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way any of the other provisions of this Assignment in that jurisdiction or the Assignment, as a whole, or its provisions in any other jurisdiction, and this Assignment shall be construed in a manner consistent with its intent.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative, and delivered to the Parties as of the Effective Date:

ASSIGNOR:

Climb Real Estate, Inc.

By: 
Signature

Name: Stacy Tankel

Its: Vice President and Assistant Secretary

SCHEDULE 1

Schedule of U.S. Trademark Applications and Registrations

Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
CLIMB REAL ESTATE	85238244	09-Feb-2011	4025748	13-Sep-2011
SF NEW DEVELOPMENTS	85238259	09-Feb-2011	4028351	20-Sep-2011
CLIMB	88015895	26-Jun-2018		
CLIMB	88015901	26-Jun-2018		
CLIMB	88163770	22-Oct-2018		
CLIMB REAL ESTATE Logo	88163767	22-Oct-2018		
CLIMB REAL ESTATE Logo	88164346	22-Oct-2018		
CLIMB REAL ESTATE Logo	88163778	22-Oct-2018		
GENERATION CLIMB	88164348	22-Oct-2018		
GEN CLIMB	88164347	22-Oct-2018		
GEN CLIMB	88164351	22-Oct-2018		
GENERATION CLIMB	88164352	22-Oct-2018		