

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/30/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMR Building Systems LLC		03/14/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	RSI HOLDING LLC		
Street Address:	620 Newport Center Drive, 12th Floor		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86183941	RSI HOMES	
Serial Number:	86248078	RSI HOMES	
Registration Number:	4440326	THE NEW HOUSE BY RSI	
Registration Number:	4439534	THE NEW HOUSE BUILT BY RSI	
Registration Number:	4439531	THE NEW HOUSE	
Registration Number:	4675577	HMR BUILDING SYSTEMS	
Registration Number:	4675576	HMR	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP		
Address Line 1:	2040 MAIN STREET, 14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	RSIHOLD4		
NAME OF SUBMITTER:	Bitia Kianian		

OP \$190.00 86183941

SIGNATURE:	/bita kianian/
DATE SIGNED:	03/19/2019
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

RSIHOLD4.018T

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment ("Assignment") is effective as of August 30, 2018 by and between, HMR Building Systems, LLC, a Delaware Limited Liability Company, formerly named RSI Development LLC ("ASSIGNOR"), and RSI Holding LLC, a Delaware Limited Liability Company ("ASSIGNEE").

WHEREAS, ASSIGNOR represents and confirms that prior to the Effective Date of this Assignment, ASSIGNOR was the owner of the trademarks set forth in Schedule A (the "Trademark Applications") and registrations set forth in Schedule B (the "Registrations"), attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the "Trademarks");

WHEREAS, ASSIGNOR had not yet filed an allegation of use of the Trademark Applications;

WHEREAS, ASSIGNOR acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, ASSIGNEE desired to acquire all rights, title, and interest in and to the Trademarks, together with the goodwill, which is ongoing and existing;

WHEREAS, ASSIGNOR was willing to assign to ASSIGNEE all rights, title, and interest in and to the Trademarks; and

WHEREAS, ASSIGNOR did assign, convey, transfer, set over and grant, and wishes to confirm its assignment, conveyance, transfer, set over and grant to ASSIGNEE, as of the Effective Date of this Assignment, all rights, title, and interest as ASSIGNOR did possess in and to the Trademarks, along with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms the assignment to ASSIGNEE of all rights, title, and interest as ASSIGNOR possessed in and to the Trademark Applications set forth in Schedule A and the Registrations set forth in Schedule B, together with the transfer of the portion of the business of the ASSIGNOR to which the Trademarks pertain, which business was ongoing and existing, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the mutual execution of the Assignment as set forth below.

HMR BUILDING SYSTEMS, LLC

By: 

Name: AMY CALABRESE

Title: PRESIDENT

Date: 3-14-19

RSI HOLDING LLC

By: 

Name: DAVID R. LAURIE

Title: EXECUTIVE VP & CFO

Date: 3-14-19

