

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDRE TM LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NRT Sunshine Inc.		
Street Address:	175 Park Avenue		
City:	Madison		
State/Country:	NEW JERSEY		
Postal Code:	07940		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2768873	THE SUNSHINE GROUP LTD.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	uspto.mail@realogy.com		
Correspondent Name:	Joan T. Pinaire		
Address Line 1:	175 Park Avenue		
Address Line 4:	Madison, NEW JERSEY 07940		
NAME OF SUBMITTER:	Melissa Berger		
SIGNATURE:	/MELISSA B BERGER/		
DATE SIGNED:	04/08/2019		
Total Attachments: 3			
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ASSIGNMENT OF OWNERSHIP

THIS ASSIGNMENT ("Assignment") dated effective April 1, 2019 (the "Effective Date"), is made by and between CDRE TM LLC, a Delaware limited liability company, with an address of 5161 California Avenue, Suite 250, Irvine, CA 92617 ("Assignor"), and NRT Sunshine Inc., a Delaware corporation, 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 Schedule I 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:

CDRE TM LLC

By:


Signature

Name: Stacey Tankel

Title: Vice President and Assistant Secretary

SCHEDULE 1

Schedule of U.S. Trademark Registrations

Trademark Name	App. No.	Filing Date	Reg. No.	Reg. Date
THE SUNSHINE GROUP LTD	76408231	15-May-2002	2768873	30-Sep-2003