OP \$40.00 5569682

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM522163

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

CONVEYING PARTY DATA

Name	Name Formerly		Entity Type	
Acre, LLC		05/02/2019	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Acre Operating Group, LLC		
Street Address:	ddress: 10161 Park Run Drive, Suite 150		
City:	Las Vegas		
State/Country:	Country: NEVADA		
Postal Code:	estal Code: 89145		
Entity Type: Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5569682	ACRE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 719-480-3936

Email: CoreenSawdon@acre-co.com

Correspondent Name: Coreen Sawdon

Address Line 1: 10161 Park Run Drive, Suite 150
Address Line 4: Las Vegas, NEVADA 89145

NAME OF SUBMITTER:	Joseph J. Grillo
SIGNATURE:	/Joseph J. Grillo/
DATE SIGNED:	05/06/2019

Total Attachments: 2

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TRADEMARK REEL: 006637 FRAME: 0364

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into this 2nd day of May, 2019, by and between ACRE, LLC, a Delaware Limited Liability Company ("Assignor"), and ACRE Operating Group, LLC, a Delaware Limited Liability Company ("Assignee"), (collectively, the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of the United States trademark set forth on Schedule I (the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.
- 2. Assignor hereby represents and warrants that it has the full right to convey to Assignee all right, title and interest in and to the Trademarks..
- 3. The rights transferred by this Assignment include the right to bring all legal actions related to the Trademarks, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.
- 4. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
- 5. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment as of the date first above written.

	ACRE, LLC			
	By:	_/\#\/\J.U		
Date 5/2/2019	Name:	Joseph J. Grillo		
	Title:	CEO		

SCHEDULE I

		No.	<u>Date</u>	No.	<u>Date</u>		
US	ACRE	87739544	2/12/2018	5569682	9/25/2018	Registered	9

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RECORDED: 05/06/2019

TRADEMARK REEL: 006637 FRAME: 0366