

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genequity Mortgage, Inc.		12/31/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Paragon Global Resources, Inc.		
Street Address:	633 East State Highway		
Internal Address:	Suite 510		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3669131	GENEQUITY MORTGAGE	
Registration Number:	4807863	THE BEST THINKING IN HOME FINANCE	
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>			
Phone:	949 717 3000		
Email:	ipdocket@calljensen.com		
Correspondent Name:	Vanessa Turner		
Address Line 1:	610 Newport Center Drive		
Address Line 2:	Suite 700		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
NAME OF SUBMITTER:	Vanessa Turner		
SIGNATURE:	/Vanessa Turner/		
DATE SIGNED:	05/15/2019		
Total Attachments: 3			
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OP \$65.00 3669131

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into as of December 31, 2018 (the "Effective Date"), by and between Genequity Mortgage, Inc. ("Assignor") and Paragon Global Resources, Inc. ("Assignee").

RECITALS

- A. WHEREAS, Assignor is the owner of the trademarks and registrations listed on Exhibit A (the "Trademarks");
- B. WHEREAS, Assignee has acquired goodwill in the business associated with and symbolized by the Trademarks; and
- C. WHEREAS, Assignor desires to assign all of Assignor's right, title, and interest in and to the Trademarks that it may have, and Assignee desires to accept the assignment and assume all of the obligations associated with such Trademarks.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and undertakings made by the parties hereto and as set forth in this Agreement, it is hereby agreed as follows:

- 1. Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Trademarks as of the Effective Date and hereby agrees that as of the Effective Date it will no longer have any ownership rights in the Trademarks.
- 2. Assignee agrees to and accepts the assignment of the Trademarks, and assumes and covenants to keep, perform, and fulfill the executory portion of the terms, covenants, conditions, and obligations of each Trademark required to be kept, performed, or fulfilled with respect to the Trademarks from and after the Effective Date.
- 3. Assignor warrants that it has the authority to enter into this Assignment and to assign its rights in the Trademarks to Assignee.
- 4. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title, and interest in and to the aforesaid Trademarks. The parties agree that this Assignment shall be filed with United States Patent and Trademark Office in order to record such assignment.
- 5. This Assignment shall inure to the benefit of, and be binding on, successors, heirs, and assigns of the parties. Notwithstanding the foregoing, the terms and provisions of this Assignment may not be assigned by either party without the prior written consent of the other, which consent may not be unreasonably withheld or delayed.

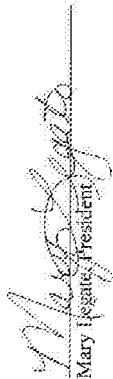
6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

7. This Assignment may not be amended, modified, or supplemented except by written agreement signed by the party against which the enforcement of the amendment, modification, or supplement is sought.

8. This Assignment shall be governed by and construed under the laws of the State of California. The prevailing party in any action to enforce the provisions of this Agreement shall be entitled to recover all of its costs and expenses, including but not limited to reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Assignor:


Mary Regate, President

Assignee:

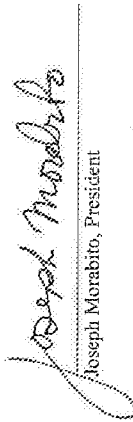

Joseph Morabito, President

EXHIBIT A
TRADEMARKS

1. **GENEQUITY MORTGAGE & Design**
Registration No.: 3669131

Image:



2. **GENEQUITY MORTGAGE (standard text format)**
Registration No.: 3509181

3. **THE BEST THINKING IN HOME FINANCE**
Registration No.: 4807863