

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527501

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement (Nunc Pro Tunc)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RERC, LLC		06/10/2019	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Situs Holdings, LLC		
<b>Street Address:</b>	5065 Westheimer, Suite 700E		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2426677	RERC	
<b>Registration Number:</b>	2247420	RERC REAL ESTATE RESEARCH CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1185176-0023-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	06/12/2019		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**  
(*NUNC PRO TUNC*)

WHEREAS, RERC, LLC, a limited liability company of Iowa (the "Assignor") is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and applications for registration set forth in the attached Schedule A (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, Situs Holdings, LLC, a limited liability company of Delaware (the "Assignee") desires to acquire all right, title and interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to and as set forth in that certain Asset Purchase Agreement of 2014, Assignor agreed to assign the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee *nunc pro tunc* effective as of June 1, 2014, the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks and the entire portion of the Assignor's business to which the marks pertain including, without limitation, all rights therein at common law, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to sue and recover damages, profits and other remedies for past and future infringement by any third party, any and all rights to royalties, profits, compensations, license fees, or other remuneration of any kind relating to the Trademarks and/or the goodwill under the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor does further hereby give consent to Assignee to take solely in its name all necessary procedures for recording this assignment.

Assignor agrees to execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

Each party represents and warrants that it has full right, power and authority to enter into this Assignment Agreement and perform all of its obligations hereunder.

This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

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*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this *Nunc Pro Tunc* Assignment as of this 10<sup>th</sup> day of June, 2019.

ASSIGNOR

ASSIGNEE

**RERC, LLC**

**SITUS HOLDINGS, LLC**

By: Kenneth P. Riggs, Jr.

By: Adriana Boudreau

Name: Kenneth P. Riggs, Jr.

Name: Adriana Boudreau

Title: President

Title: Secretary/Counsel

**SCHEDULE A**

Trademarks

List of Trademarks, including application, registration numbers and other identifiers, conveyed under this Assignment Agreement.

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>RERC</b>	75858664	11/29/1999	2426677	02/06/2001
<b>RERC</b> REAL ESTATE RESEARCH CORPORATION	75405254	12/15/1997	2247420	05/25/1999