

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Sale and Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altisource S.a.r.l.		04/01/2019	Private Limited Liability Company ("societe a responsabilite limitee): LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Constellation Mortgage Solutions, Inc.		
Street Address:	11350 McCormick Road, Executive Plaza 3		
Internal Address:	Suite 200		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21031		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85644736	ARCHITECT	
Serial Number:	85644774	BLUEPRINT	
Serial Number:	85933589	COLONNADE	
Serial Number:	75427681	MORTGAGE BUILDER	
Serial Number:	85644829	SURVEYANCE	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin; Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	G2706-00165		
NAME OF SUBMITTER:	Nicole K. McLaughlin		

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SIGNATURE:	/Nicole K. McLaughlin/
DATE SIGNED:	10/08/2019
Total Attachments: 7 source=G2706#page1.tif source=G2706#page2.tif source=G2706#page3.tif source=G2706#page4.tif source=G2706#page5.tif source=G2706#page6.tif source=G2706#page7.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of April 1, 2019 by and among Constellation Mortgage Solutions, Inc., a corporation incorporated under the laws of the State of Delaware (the “**Purchaser**”), and Altisource S.à r.l., a private limited liability company (“société à responsabilité limitée”) organized under the laws of the Grand Duchy of Luxembourg (the “**Seller**”).

1. INTERPRETATION

1.1 Definitions.

- (a) “**Accounts Receivable**” means the accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to the Seller in respect to the Business as of the Closing Date;
- (b) “**Agreement**” means this agreement and all schedules hereto, and all amendments to the extent such amendments are made pursuant to a written agreement between the Parties;
- (c) “**Assigned Contracts**” has the meaning set out in Section 2.2(b);
- (d) “**Assets**” means the assets and undertakings referred to or described in Section 2.1 and Section 2.2;
- (e) “**Business**” means the business of licensing the Software and the provision of related services, as carried on by Seller;
- (f) “**Closing**” means the closing of the transactions contemplated hereby;
- (g) “**Closing Date**” means the date hereof, or such other date as may be agreed to in writing by the Parties;
- (h) “**Closing Date Balance Sheet**” means the balance sheet of the Seller in respect of the Business as at the Closing Date prepared in accordance with GAAP (except as otherwise expressly set out in Schedule D) consisting of the Current Assets and the Current Liabilities;
- (i) “**Collected Accounts Receivable**” means the Accounts Receivable which are collected by the Purchaser prior to the NWC Submission Date;
- (j) “**Contract**” means any agreement, contract, lease, sublease, guarantee, license, or other arrangement, understanding, instrument or commitment, of any nature or kind whatsoever, whether written or oral;
- (k) “**Copyrights**” means all copyrights and all registrations and applications for registration of the foregoing;
- (l) “**Current Assets**” means the aggregate book value determined under GAAP of only the following assets of the Seller to the extent relating to the Business, each as at the Closing Date, calculated in accordance with the provisions of Section 2.6:
 - (i) Collected Accounts Receivable; and
 - (ii) pre-paid expenses;but excluding any work in process, fixed assets, deferred tax assets, any intangible assets such as goodwill, capitalized or acquired software, or any intercompany balances;
- (m) “**Current Liabilities**” means the aggregate book value of only the following liabilities of the Seller to the extent relating to the Business, each as at the Closing Date, calculated in accordance with the provisions of Section 2.6:
 - (i) accounts payable;
 - (ii) advanced billings or deferred revenue;
 - (iii) taxes (including income and sales taxes);

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- (iv) employee-related payables (including accrued vacation, accrued commissions, payroll and payroll taxes payable, and any contributions, accrued liabilities or amounts otherwise owing or related to any benefit plans relating to employees retained by the Purchaser, but specifically excluding any accrued severance); and
- (v) accrued expenses or liabilities other than accrued legal fees and other accrued claims
- (n) **"Disclosure Schedule"** means the disclosure schedule attached as Schedule B;
- (o) **"Estimated Purchase Price"** means the sum of [REDACTED];
- (p) **"Financial Statement Date"** means January 31, 2019;
- (q) **"GAAP"** means the generally accepted accounting principles in the United States established by the Financial Accounting Standards Board as in effect from time to time, consistently applied;
- (r) **"Holdback Amount"** means the sum of [REDACTED];
- (s) **"Holdback Release Date"** means the later of (i) the first business day that is 274 days after the Closing Date, or (ii) December 31, 2019;
- (t) **"Intellectual Property"** means all Trademarks, Patents, Copyrights, Trade Secrets and related rights;
- (u) **"Lease"** means the lease agreement dated September 12, 2014 entered into between Mortgage Builder Software, Inc., as landlord, and the Seller (or its affiliates), as tenant, in respect of the property located at 24370 Northwestern Hwy. Suite 150, 200 and 300, Southfield, MI. 48075 (the **"Leased Premises"**);
- (v) **"Liabilities"** means any direct or indirect obligation, indebtedness, liability, claim, loss, damage (including punitive or exemplary damages and fines or penalties or interest thereon), deficiency, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise;
- (w) **"Lien"** means any encumbrance or title defect of any nature or kind except for any restrictions arising under any applicable securities laws;
- (x) **"Losses"** means all losses, damages, expenses, fines, penalties, obligations, or liabilities including, without limitation, all related legal fees, expenses and costs;
- (y) **"Material Adverse Change"** means a change, effect, condition or circumstance that is or could reasonably be expected to be material and adverse effect on the Business or have a material and adverse effect on the Purchaser's ability to operate the Business immediately after the Closing Date in a manner similar to that in which the Seller operated the Business prior to the Closing Date; provided, however, that in no event shall any of the following, alone or in combination, be deemed to constitute a Material Adverse Change, nor shall any change or event relating to any of the following be taken into account in determining whether a Material Adverse Change has occurred or would result: (A) general economic or financial market conditions in any of the geographical areas in which the Business operates; (B) conditions generally affecting the industry in which the Business operates; (C) changes in the capital markets, including changes in interest rates, (D) changes in law or in GAAP; (E) the commencement or material worsening of a war or armed hostilities or other national or international calamity whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (F) any earthquake, hurricane, tsunami, tornado, flood, mudslide or other natural disaster, pandemic, weather condition, explosion or fire or other force majeure event or act of God; (G) any failure, in and of itself, by the Business to meet projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be, a Material Adverse Effect); and (H) the negotiation, execution, delivery, announcement, pendency or performance of this Agreement or the transactions contemplated hereby, or any public disclosure relating to any of the foregoing.

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- (z) **"NWC Amount"** means the difference between (i) the value of the Current Assets and (ii) the value of the Current Liabilities;
- (aa) **"NWC Excess"** means the amount (if any) by which the NWC Amount as shown on the Closing Date Balance Sheet as finally determined in accordance with Section 2.2 is greater than the NWC Expected Amount;
- (bb) **"NWC Expected Amount"** means [REDACTED];
- (cc) **"NWC Shortfall"** means the amount (if any) by which the NWC Amount as shown on the Closing Date Balance Sheet as finally determined in accordance with Section 2.2 is less than the NWC Expected Amount;
- (dd) **"NWC Submission Date"** has the meaning set out in Section 2.6(b);
- (ee) **"Owned Intellectual Property"** has the meaning set out in Section 3.1.2(d)(i)(A);
- (ff) **"Parties"** means the Purchaser and the Seller;
- (gg) **"Patents"** means all patents and patent applications, including divisions, continuations, continuations-in-part, reissues, re-examinations, and any extensions thereof;
- (hh) **"Permitted Liens"** means: (i) mechanics', carriers', workers', repairers', materialmen's; warehousemen's, construction and other Liens arising or incurred in the ordinary course of business; (ii) Liens for taxes, utilities and other governmental charges that are not due and payable, are being contested in good faith by appropriate proceedings or may thereafter be paid by Seller with respect to the Business without penalty; (iii) requirements and restrictions of zoning, building and other applicable laws and municipal by-laws, and development, site plan, subdivision or other agreements with municipalities; (iv) statutory Liens of landlords for amounts not due and payable, being contested in good faith by appropriate proceedings or that may thereafter be paid without penalty; and (v) Liens arising under conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business;
- (ii) **"Purchase Price"** has the meaning set out in Section 2.4;
- (jj) **"Purchase Price Excess"** has the meaning set out in Section 2.6(d);
- (kk) **"Purchase Price Shortfall"** has the meaning set out in Section 2.6(e);
- (ll) **"Retained Liabilities"** has the meaning set forth in Section 2.5;
- (mm) **"Reviewing Accountant"** means a senior partner in the office of an independent accounting firm mutually agreed upon by the Parties;
- (nn) **"Software"** means, collectively, the computer programs listed in Schedule A, including all versions thereof, and all related documentation;
- (oo) **"Trade Secrets"** means all trade secrets and all other confidential information used in a business that confer a competitive advantage over those in similar businesses who or which do not possess such trade secrets or confidential information;
- (pp) **"Trademarks"** means all trademarks, service marks, trade names, business names and Internet domain names, together with the goodwill associated with any of the foregoing, and all registrations and applications for registration of the foregoing.

1.2 **Knowledge.** Where any representation or warranty contained in this Agreement is qualified by reference to the "knowledge of the Seller", "Seller's knowledge" or to any similar expression, it will be deemed to refer to the actual knowledge of [REDACTED] after reasonable due



1.3 **Currency.** All references to currency herein are to United States of America dollars.

1.4 **Schedules.** The following schedules are attached hereto and are incorporated by reference and deemed to be part hereof:

- Schedule A - Software and Intellectual Property
- Schedule B - Disclosure Schedule
- Schedule C - Assigned Contracts
- Schedule D - NWC Calculation Methodology
- Schedule E - Equipment
- Schedule F - Excluded Assets

2. **SALE AND PURCHASE OF ASSETS**

2.1 **Purchase and Sale of Software and Intellectual Property.** Upon the terms and subject to the conditions set forth in this Agreement, and for the consideration set forth herein, the Seller agrees to sell, assign, convey and transfer to the Purchaser free and clear of all Liens other than Permitted Liens, and the Purchaser shall purchase and acquire as of and with effect from the opening of business on the Closing Date, the following assets:

- (a) the Software and all Intellectual Property rights worldwide in the Software, including, without limitation, the exclusive world-wide right to develop, modify, market, sell, distribute and install the current and future releases of the Software; and
- (b) all of the Owned Intellectual Property, whether registered or unregistered.

2.2 **Purchase and Sale of Other Assets.** Upon the terms and subject to the conditions set forth in this Agreement, and for the consideration set forth herein, the Seller agrees to sell, assign, convey and transfer to the Purchaser free and clear of all Liens other than Permitted Liens, and the Purchaser shall purchase and acquire as of and with effect from the opening of business on the Closing Date, the following assets:

- (a) all computer and other equipment and accessories listed in Schedule E;
- (b) all right, title and interest of the Seller in, to and under the Contracts (but excluding the Lease) set forth on Schedule C (the "**Assigned Contracts**");
- (c) all work in process relating to the Business;
- (d) all prepaid expenses and deposits relating to the Business;
- (e) the books, records or files predominantly relating to the Business;
- (f) all Accounts Receivable;
- (g) all right, title and interest of the Seller in all claims and judgments to the extent relating to the Business;
- (h) all certifications, franchises, approvals, licenses, orders, registrations, certificates, and other similar rights to the extent relating to the Business, and all pending applications therefor, to the extent transferrable;
- (i) all rights of the Seller in and to customer and supplier lists to the extent relating to the Business; and
- (j) except to the extent constituting Excluded Assets, all other rights of the Seller relating predominately to the Business.

2.3 **Excluded Assets.** Notwithstanding the foregoing, the Assets shall not include, and Seller shall not sell and Purchaser shall not purchase or acquire any of the following assets (collectively, the "**Excluded Assets**"):

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If to Seller to:

Altisource S.à r.l.
40, avenue Monterey
L-2163 Luxembourg
Attention: Corporate Secretary

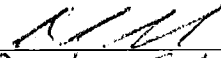
With a copy (which alone shall not constitute notice) to: contractmanagement@altisource.com

- 6.6 **Entire Agreement.** This Agreement, together with those agreements to be entered into among the Parties pursuant hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings, commitments or agreements between the Parties with respect thereto. This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.
- 6.7 **Privilege.** In the event of any dispute, controversy or claim between or among the Parties with respect to this Agreement, including the interpretation of any provision of this Agreement, or to the performance or non-performance of the Parties to this Agreement, the Parties acknowledge and agree that each Party hereby waives any right it might have to request, demand, or seek discovery of any internal communications, whether written or oral, with a Party's in-house lawyers. The Parties also agree that they hereby waive any right to request, demand, or seek discovery of any work product generated by another Party's in-house lawyers.
- 6.8 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of law provisions thereof. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NEGOTIATION, EXECUTION, PERFORMANCE, AND ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION HERewith AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.
- 6.9 **Further Assurances.** Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as any other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement and to consummate the transactions contemplated in this Agreement.

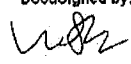
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Constellation Mortgage Solutions, Inc.

By: 
Name: Dexter Salva
Title: President

Altisource S.à r.l.

By: 
Name: William DocuSigned by: 869F130ED3F4479...
Title: Manager

SCHEDULE A
Software and Intellectual Property

Software

Mortgage Builder Loan Origination Software:

- Architect® (version 6.3)
- Surveyance® (version 6.3)
- Consumer Portal
- Loan Officer Portal
- Closing Conduit

Mortgage Builder Servicing Software:

- Colonnade®

Copyrights - N/A

Trademarks; Domain Names

Trademarks		
Title	Country	Application Number
ARCHITECT	United States	85644736
BLUEPRINT	United States	85644774
COLONNADE	United States	85933589
MORTGAGE BUILDER	United States	75427681
SURVEYANCE	United States	85644829

URLs
fab4lending.com
mortgagebuilder.com
gccservicing.com
lookupmyloan.com

Patents

Title	Country	Application Number
LOAN QUOTATION SYSTEM AND METHOD	United States	12778461