

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINTECH COLLECTIVE II-AV LLC		12/19/2019	Limited Liability Company: DELAWARE
EMERSON COLLECTIVE INVESTMENTS, LLC		12/19/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NRFTA, Inc.		
Street Address:	1209 ORANGE ST		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86550381	NEIGHBORLY	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	12/20/2019		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”) is hereby entered into on 12/19/2019 (the “Effective Date”), by, between, and among FinTech Collective II-AV LLC and Emerson Collective Investments, LLC, (collectively, “Assignor”) and NRFTA, Inc., a Delaware corporation (“Assignee”).

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor’s right, title and interest in, to and under, all of the following (hereafter collectively referred to as “Intellectual Property”):

- (i) any and all trademark and servicemark rights throughout the world that have been transferred from Neighborly Corporation to FinTech Collective II-AV LLC and Emerson Collective Investments, LLC as senior creditors of Neighborly Corporation, and contributed to NRFTA, Inc. under the terms of the Contribution Agreement executed on December 10, 2019. This includes any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of Neighborly Corporation associated with and symbolized by same, held by Assignor, including but not limited to those set forth on **Schedule A** hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor’s rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee’s own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment.

3. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

By: DocuSigned by:
Brooks Gibbins
A2C67E5927B648E...

By: DocuSigned by:
Steve McDermid
E212D98029D449D...

Name Brooks Gibbins

Name Steve McDermid

Title Managing Partner, FinTech Collective
II-AV LLC (Assignor)
Secretary, NRFTA, Inc. (Assignee)

Title Authorized Signatory

SCHEDULE A

Trademarks

Neighborly (US Serial No. 86550381)
Neighbor.ly