

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BrixInvest, LLC		12/27/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	modiv, LLC		
<b>Street Address:</b>	3090 Bristol Street, Suite 550		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4692521	REAL ESTATE INVESTING FOR EVERYONE	
<b>Registration Number:</b>	4688137	RICH-UNCLES REAL ESTATE INVESTING FOR TH	
<b>Registration Number:</b>	4687989	RICH UNCLES	
<b>Registration Number:</b>	5715937	RICH UNCLES	
<b>Serial Number:</b>	87066067	RICH UNCLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	9497600404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Knobbe Martens Olson & Bear, LLP		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 2:</b>	Attn: Lesley Y. Kim		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Lesley Y. Kim		
<b>SIGNATURE:</b>	/lesley y. kim/		
<b>DATE SIGNED:</b>	01/17/2020		
<b>Total Attachments: 8</b>			

OP \$140.00 4692521

source=EXECUTED\_dated 12-27-19 - BrixInvest - IP Assignment 4828-4416-4528 v.1 (005)\_Redacted#page1.tif  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered as of the 27th day of December, 2019, by and between modiv, LLC, a Delaware limited liability company (“Assignee”) and BrixInvest, LLC, a Delaware limited liability company (“Assignor”), pursuant to that certain Contribution and Distribution Agreement, dated as of September 19, 2019 (the “Contribution and Distribution Agreement”), by and among Assignor, Daisho OP Holdings, LLC, a Delaware limited liability company (“Daisho OP Holdings”) and Assignee.

**WHEREAS**, on September 19, 2019, Assignor entered into that certain Contribution Agreement (the “Contribution Agreement”), by and among Rich Uncles NNN Operating Partnership, LP, a Delaware limited partnership (“NNN REIT OP”), RW Holdings NNN REIT, Inc., a Maryland corporation (“Parent”), and Assignor and Daisho OP Holdings whereby Assignor and Daisho OP Holdings will contribute to NNN REIT OP substantially all of Assignor’s assets and liabilities in exchange for units of Class M limited partnership interest in NNN REIT OP;

**WHEREAS**, in connection with the Contribution Agreement, Assignor and Daisho OP Holdings agreed to contribute, convey, transfer, irrevocably assign and deliver to Assignee all of the Contributed Assets, free and clear of any Liens (other than Permitted Liens), including: (i) the trademarks and trademark applications set forth on and attached hereto as **Exhibit A** (the “Trademarks”); (ii) the copyrights set forth on and attached hereto as **Exhibit A** (the “Copyrights”); (iii) the patents and patent applications set forth on and attached hereto as **Exhibit A** (the “Patents”); (iv) the domain names set forth on and attached hereto as **Exhibit A** (the “Domain Names”); and (v) the social media accounts, pages and handles set forth on and attached hereto as **Exhibit A** (the “Social Media Accounts”, and collectively with the Trademarks, the Copyrights, the Patents, the Domain Names and the Social Media Accounts, the “Intellectual Property Assets”) and Assignor, Daisho OP Holdings, and Assignee have subsequently entered into the Contribution and Distribution Agreement; and

**WHEREAS**, Assignor and Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the Intellectual Property Office of the United States Patent and Trademark Office, any state trademark offices, any foreign trademark offices and any other appropriate governmental or administrative offices, if and as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, any foreign copyright offices and any other appropriate governmental or administrative office, if and as the case may be.

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree pursuant to the Contribution Agreement as follows:

1. **Assignment.** Assignor hereby irrevocably, fully, and unconditionally grants, contributes, assigns, transfers, conveys, sets-over and delivers to Assignee, free and clear of all Liens (other than Permitted Liens) all of Assignor’s right, title and interest in and to the Company Group Intellectual Property, including the Company Group Owned IP, the Intellectual Property Assets and any other intangible properties and rights relating to the business of Assignor as currently or proposed to be conducted (e.g., goodwill) (the “Purchased Intellectual Property”), including the following assignments:

(a) Assignor hereby irrevocably, fully, and unconditionally grants, contributes, assigns, transfers, conveys, sets-over and delivers to Assignee, free and clear of all Liens (other than Permitted Liens) all of such Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and

profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all Liens, claims, security interests and other encumbrances.

(b) Assignor hereby irrevocably, fully, and unconditionally grants, contributes, assigns, transfers, conveys, sets-over and delivers to Assignee absolutely with full title guarantee all of Assignor's right, title and interest in and to the Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all Liens, claims, security interests and other encumbrances.

(c) Assignor hereby irrevocably, fully, and unconditionally grants, contributes, assigns, transfers, conveys, sets-over and delivers to Assignee, free and clear of all Liens (other than Permitted Liens) all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States of America ("Letters Patent") therefor; and Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to Assignee, as Assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

(d) Assignor hereby irrevocably, fully, and unconditionally grants, contributes, assigns, transfers, conveys, sets-over and delivers unto Assignee absolutely with full title guarantee all of Assignor's right, title, and interest in and to any Patent or application or applications corresponding to said Patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign Patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes or regulations, and hereby request said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law.

(e) Assignor hereby irrevocably, fully, and unconditionally grants, contributes, assigns, transfers, conveys, sets-over and delivers to Assignee absolutely with full title guarantee all of Assignor's right, title and interest in and to the Domain Names.

2. **Cooperation and Recordation.** Assignor hereby agrees to cooperate, and cause its Affiliates to cooperate, with Assignee, as reasonably necessary to give full effect to and perfect the rights of Assignee in the Purchased Intellectual Property, and each Assignor agrees to execute and deliver, and cause to be executed and delivered, any and all documents and instruments and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including cooperating fully with Assignee to perfect the transfer of the Purchased Intellectual Property and, if reasonable and appropriate, to assure that the transfer of the Company Group Owned IP are properly recorded at any appropriate administrative agency or registry, including the Intellectual Property Office of the United States Patent and Trademark Office. Assignor further agrees that in the event the records of Assignor are required to establish priority of invention in any interference or similar proceeding in connection with any of the assigned Letters Patent or applications for Letters Patent, all such necessary records of such Assignor will be made available at no additional cost or expense to Assignee.

3. **Delivery of Tangible Items.** Assignor shall arrange, at the cost and expense of Assignor, for prompt delivery of prosecution files, documents and other tangible embodiments of the Purchased Intellectual Property, if any, that are in the possession or control of Assignor or any of its Affiliates.

4. **Maintenance.** Assignor agrees to take, and use commercially reasonable efforts to cause Assignor's attorneys and agents who maintain and prosecute the Purchased Intellectual Property to take, at the cost and expense of Assignor, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Purchased Intellectual Property in full force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Purchased Intellectual Property.

5. **Contribution and Distribution Agreement.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Contribution and Distribution Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Contribution and Distribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution and Distribution Agreement, the Contribution Agreement and the terms hereof, the terms of the Contribution and Distribution Agreement shall control.

6. **Miscellaneous.**

(a) Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Contribution Agreement.

(b) Section 10.2, Section 10.3 through Section 10.8 and Section 10.11 through Section 10.14 of the Contribution Agreement is incorporated herein by reference, mutatis mutandis.

(c) This Agreement, the Contribution and Distribution Agreement, the Contribution Agreement (including the Contributor Disclosure Schedule) and the Transaction Documents constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

(d) Subject to compliance with applicable Law, the provisions of this Agreement may not be amended, modified, or supplemented without the prior written consent of Parent, Assignee and Assignor. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and executed by the party sought to be charged with such waiver and Parent. No waiver by any party of any default, misrepresentation or breach of representation, warranty, covenant or other agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(e) This Agreement shall be binding upon, and inure to the benefit of, each party, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement; provided, that, Parent shall be an express third party beneficiary of this Agreement to enforce the rights of Parent and Assignee and the obligations of Assignor hereunder. Nothing in this Agreement is intended to relieve or discharge the obligation of any third Person to any party to this Agreement.

(f) This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile, and each of which shall be deemed an original of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

**ASSIGNOR:**

**BRIXINVEST, LLC**

By:   
Name: Aaron S. Halfacre  
Title: Chief Executive Officer

**ASSIGNEE:**

**MODIV, LLC**

By: DAISHO OP HOLDINGS, LLC  
Its: Manager

By: BRIXINVEST, LLC  
Its: Manager

By:   
Name: Aaron S. Halfacre  
Title: Chief Executive Officer

**Exhibit A**  
**Intellectual Property Assets**

**Trademarks**

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
RICH UNCLES	87/066,027 5,715,937 United States	June 9, 2018 April 2, 2019	Rich Uncles LLC	Registered
RICH UNCLES	87/066,067 N/A United States	June 9, 2016 N/A	Rich Uncles LLC	Pending
INVEST ALONGSIDE EXPERTS IN REAL ESTATE	87/066,044 N/A	June 9, 2016 N/A	Nexregen, LLC	Dead
REAL ESTATE INVESTING FOR EVERYONE	86/351,828 4,692,521	July 29, 2014 February 24, 2015	Nexregen, LLC	Registered
RICH-UNCLES REAL ESTATE INVESTING FOR THE REST OF US	86/321,410 4,688,137	June 26, 2014 February 17, 2015	Nexregen, LLC	Registered
RICH UNCLES	86/317,411 4,687,989	June 23, 2014 February 17, 2005	Nexregen, LLC	Registered
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**Copyrights**

The Company Platform.

**Patents**

None.

**Domain Names**

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
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RICHUNCLES.COM	Rich Uncles, LLC	GoDaddy.com, LLC	March 30, 2026
BRIXINVESTAPP.COM	Rich Uncles, LLC	GoDaddy.com, LLC	March, 1, 2020
BRIXINVEST.CO	Rich Uncles, LLC	GoDaddy.com, INC.	March 1, 2020
BRIXINVEST.COM	Not Listed	GoDaddy.com, LLC	February 25, 2021
BRIXINVEST.IO	Rich Uncles, LLC	GoDaddy.com, LLC	March 1, 2020
ILANDLORDS.US	Rich Uncles, LLC	GoDaddy.com, INC.	November 21, 2020
RAYVEST.COM	Not Listed	GoDaddy.com, LLC	August 9, 2020
RICH-UNCLES.COM	Not Listed	GoDaddy.com, LLC	October 20, 2020
RICHAUNT.NET	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHAUNT.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHAUNT.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 11, 2020
RICHAUNTIE.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHAUNTIE.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHAUNTS.NET	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHAUNTS.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHAUNTS.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHUNCL.COM	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCL.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCL.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHUNCLE.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHUNCLES.CH	Rich Uncles, LLC	GoDaddy.com, LLC	Unknown
RICHUNCLES.CO	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHUNCLES.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLES.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHUNCLES401K.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLES401K.NET	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLESNNNREIT.COM	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLESNNNREIT.NET	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLESNNNREIT.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020



RICHUNCLESNNNREIT.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RICHUNCLESREIT.NET	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLESREIT.ORG	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHUNCLESREIT.US	Rich Uncles, LLC	GoDaddy.com, INC.	January 10, 2020
RWHOLDINGS.COM	Rich Uncles LLC	GoDaddy.com, LLC	July 8, 2020
RWHOLDING.CN	Not Listed (Contact email is doug@richuncles.com)	GoDaddy.com, LLC	August 10, 2020
RWHOLDINGS.CN	Not Listed (Contact email is doug@richuncles.com)	GoDaddy.com, LLC	August 10, 2020
RWHOLDINGS.DE	Not Listed	Not Listed	Not Listed
RICHUNCLES.BIZ	Not Listed	GoDaddy.com, INC.	March 19, 2020
RICHUNCLES.CA	Not Listed	Go Daddy Domains Canada, Inc	December 7, 2020
RICHUNCLES.DE	Not Listed	Not Listed	Not Listed
RICHUNCLES.CN	No5 Listed (Contact email is domains@richuncles.com)	GoDaddy.com, LLC	March 21, 2020
RICHUNCLES.INFO	Not Listed	GoDaddy.com, LLC	March 20, 2020
RICHUNCLES.MOBI	Not Listed	GoDaddy.com, LLC	March 20, 2020
RICHUNCLES.NET	Rich Uncles, LLC	GoDaddy.com, LLC	January 11, 2020
RICHVNCLE.COM	The Cube	GoDaddy.com, LLC	May 17, 2020
RICHVNCLES.COM	Not Listed	GoDaddy.com, LLC	May 17, 2020
RUCAPITAL.COM	Rich Uncles	GoDaddy.com, LLC	August 3, 2020
RUCOBRA.COM	Private	GoDaddy.com, LLC	June 22, 2020
RWCAPITAL.DE	Not Listed	Not Listed	Not Listed
RICHUNCLESCAPITAL.COM	Not Listed	GoDaddy.com, LLC	June 12, 2020
RICHUNCLESCAPITAL.INFO	Not Listed	GoDaddy.com, LLC	June 12, 2020
RICHUNCLESCAPITAL.NET	Not Listed	GoDaddy.com, LLC	June 12, 2020
RICHUNCLESCAPITAL.ORG	Not Listed	GoDaddy.com, LLC	June 12, 2020
RICHUNCLESCAPITAL.US	Not Listed (Contact email is doug@richuncles.com)	GoDaddy.com, LLC	June 11, 2020
RWCAPITAL.NET	Not Listed	GoDaddy.com, LLC	June 12, 2020
RWCAPITAL.ORG	Not Listed	GoDaddy.com, LLC	June 12, 2020
RWCAPITAL.US	Not Listed (Contact email is doug@richuncles.com)	GoDaddy.com, INC.	June 11, 2020

GETMODIV.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIV.COM	Private	GoDaddy.com, LLC	September 24, 2020
MODIV.IO	Private	GoDaddy.com, LLC	November 3, 2019
MODIV8.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIVAPP.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIVAPP.IO	Private	GoDaddy.com, LLC	November 3, 2019
MODIVFUND.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIVINCOME.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIVINVEST.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIVREALESTATE.COM	Private	GoDaddy.com, LLC	November 3, 2019
MODIVS.COM	Private	GoDaddy.com, LLC	November 3, 2019
MONTHLYDIV.COM	Private	GoDaddy.com, LLC	November 3, 2019
MOREDIV.COM	Private	GoDaddy.com, LLC	November 3, 2019

### **Social Media Accounts**

HANDLE	PLATFORM	OWNER OF RECORD	ESTABLISHMENT DATE
RICHUNCLES	Facebook	N/A	November 26, 2013
RICH_UNCLES	Instagram	N/A	January 9, 2017
LINKEDIN.COM/COMPANY/RICHUNCLES/ABOUT/	LinkedIn	N/A	N/A