

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
modiv co.		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	modiv, LLC		
Street Address:	3090 Bristol Street, Suite 550		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88239713	MODIV	
Serial Number:	88239716	MODIV8	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Attn: Lesley Y. Kim		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	MODIV.002T/003T		
NAME OF SUBMITTER:	Lesley Y. Kim		
SIGNATURE:	/lesley y. kim/		
DATE SIGNED:	01/28/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of December 31, 2019 ("Effective Date") by and among modiv co., a Delaware corporation ("Assignor"), and modiv, LLC, a Delaware limited liability company ("Assignee") (collectively, the "Parties," and singularly, each a "Party").

WHEREAS, the trademarks and trademark registrations owned by Assignor, identified in Schedule A attached herein (the "Marks"), are to be transferred to Assignee; and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and sufficient consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to the Marks, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to any and all trademark rights related to the Marks, including but not limited to the trademarks and trademark registrations listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Marks concurrent with tangible assets as indicia of said goodwill, and the registrations and applications therefor, and including substantially all of the business relating to the Marks, and including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Marks, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment 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 Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Marks hereunder and, if appropriate, to assure that the transfer of the Marks is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Marks to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Marks in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Marks.

4. Miscellaneous.

This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, 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 Assignment.

This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

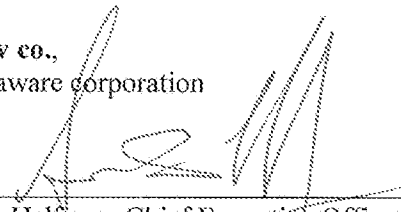
In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

modiv co.,
a Delaware corporation

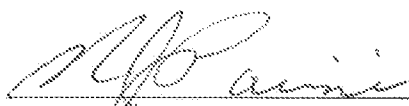
By: 
Aaron Halfacre, Chief Executive Officer
Address: 3090 Bristol Street, Suite 500
Costa Mesa, CA 92626

ASSIGNEE:

modiv, LLC,
a Delaware limited liability company

By: **RW Holdings NNN REIT Operating
Partnership, LP,**
a Delaware limited partnership
Its: Manager

By: **RW Holdings NNN REIT, Inc.,**
a Maryland corporation
Its: General Partner

By: 
Raymond Paolini, Chief Financial Officer
Address: 3090 Bristol Street, Suite 500
Costa Mesa, CA 92626

SCHEDULE A

MARK	SERIAL / REG. NO. / JURISDICTION	FILING / REGISTRATION DATE	STATUS
MODIV	88/239,713 N/A United States	December 21, 2018 N/A	Pending
MODIV8	88/239,716 N/A United States	December 21, 2018 N/A	Pending
MODIV	917565614 N/A Brazil	June 19, 2019 N/A	Pending
MODIV	1972191 N/A Canada	June 21, 2019 N/A	Pending
MODIV	39020351 N/A China	June 21, 2019 N/A	Pending
MODIV	1490622 1490622 International	June 20, 2019 June 20, 2019	International Registration Issued
MODIV	132563 N/A Qatar	June 20, 2019 N/A	Pending
MODIV	314638 314638 United Arab Emirates	July 29, 2019 November 04, 2019	Registered