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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM568230

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HomeMe, Inc.		02/24/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Homie, Inc.	
Street Address:	10355 South Jordan Gateway, Suite 550	
City:	South Jordan	
State/Country:	UTAH	
Postal Code:	84095	
Entity Type:	Corporation: UTAH	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3762332	HOMEY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8017995825

Email: docket@hollandhart.com
Correspondent Name: H. Matthew Horlacher

Address Line 1: P.O. Box 11583

Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:	87861.0013
NAME OF SUBMITTER:	H. Matthew Horlacher
SIGNATURE:	/hmh/
DATE SIGNED:	03/20/2020

Total Attachments: 3

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> TRADEMARK REEL: 006897 FRAME: 0274

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), with an effective date of the last dated signature below ("Effective Date"), is made by and between HomeMe, Inc., a Delaware corporation with an address of 8509 Stellar Drive, Culver City, California 90232 ("Assignor"), and Homie, Inc., a Utah corporation with an address of 175 West 200, South #100, Salt Lake City, Utah 84101 ("Assignee").

WHEREAS, Assignor owns U.S. Trademark Registration No. 3762332 (the "**Registration**") for the mark HOMEY covering "providing real estate listings and real estate information via the Internet; providing an interactive online website that permits users to submit bids, schedule showings and request information for selected real estate properties" in Class 36 and "computer services, namely, providing an online search engine that enables users to access real estate listings and real estate information from a database according to user selected criteria" in Class 42 (the "**HOMEY Services**");

WHEREAS, Assignor also owns common law rights in, and all the goodwill of the business associated with, the trademark HOMEY used in connection with the HOMEY Services (collectively with the Registration, the "Mark");

WHEREAS, Assignor represents and warrants that it is using and has continuously used the Mark in commerce for all HOMEY Services since it acquired the Mark on April 15, 2016; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, including resolution of Cancellation Proceeding No. 92067785, the receipt and sufficiency of which Assignor acknowledges:

- 1. Assignor hereby assigns, and Assignee hereby accepts, all of its right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
- 2. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest all of Assignor's right, title, and interest to and in the Mark and to procure, maintain, enforce and protect such right, title and interest; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.
 - 3. This Assignment shall be binding upon Assignor, Assignor's successors and assigns.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006897 FRAME: 0275

The Parties have executed this Assignment on the dates indicated below.

Homie, Inc.	HomeMe, Inc.
Signed:	Signed:
Name: John Henria	Name:
Title: CEO	Title:
Date: 2/24/2020	Date:

The Parties have executed this Assignment on the dates indicated below.

Homie, Inc.	HomeMe, I	inc.
Signed:	Signed:	442
Name:		Mark Douglas
Title:	Title:	President & CEO
Date:	Date [.]	02/14/2020

RECORDED: 03/20/2020