

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568471

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| National HouseCheck Corporation | | 03/23/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HouseCheck Holdings, LLC | | |
| Street Address: | 950 W. Bannock St., Suite 950 | | |
| City: | Boise | | |
| State/Country: | IDAHO | | |
| Postal Code: | 83702 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5161109 | HOUSEFAX | |
| Registration Number: | 5161106 | HOUSEFAX | |
| Registration Number: | 3922408 | HOUSEFAX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8665215663 | | |
| <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: | 7577267799 | | |
| Email: | tmdocket@cm.law | | |
| Correspondent Name: | Kevin W Grierson | | |
| Address Line 1: | 2736 Holly Ridge Lane, Suite 201 | | |
| Address Line 4: | Williamsburg, VIRGINIA 23185-8358 | | |
| NAME OF SUBMITTER: | Kevin Grierson | | |
| SIGNATURE: | /kwg/ | | |
| DATE SIGNED: | 03/23/2020 | | |
| Total Attachments: 4 | | | |
| source=Trademark Assignment Agreement (HouseFAX IP).docx#page1.tif | | | |
| source=Trademark Assignment Agreement (HouseFAX IP).docx#page2.tif | | | |
| source=Trademark Assignment Agreement (HouseFAX IP).docx#page3.tif | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”), is made and entered into this 23rd day of March, 2020 (the “**Effective Date**”), by and between National HouseCheck Corporation, a Delaware corporation with its principal place of business at 950 W. Bannock St., Suite 950, Boise, ID 83702 (the “**Assignor**”), and HouseCheck Holdings, LLC, a Delaware limited liability company with its principal place of business at 950 W. Bannock St., Suite 950, Boise, ID 83702 (the “**Assignee**”), a Delaware corporation (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered in the United States Patent and Trademark Office (the “**Marks**”) as listed on Schedule A hereto;

WHEREAS, Assignor has agreed to transfer and assign the Marks to Assignee in connection with the offering of Assignor’s Senior Secured Convertible Debentures;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers and assigns and sets over to Assignee, Assignor’s entire right, title and interest in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts, at Assignee’s sole cost and expense, which may be necessary or desirable to secure and maintain protection

on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary, at Assignee's sole cost and expense, to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

4. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

5. Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same, at Assignee's sole cost and expense, in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

6. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

8. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

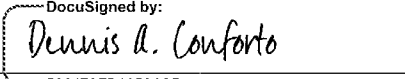
9. If any portion of this agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

10. This Agreement may be executed by the parties in counterparts, including by way of electronic execution, each of which shall be deemed an original and shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

ASSIGNOR:

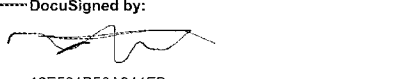
NATIONAL HOUSECHECK CORPORATION

By: 
Name: Dennis A. Conforto
Title: CEO

ASSIGNEE:

HOUSECHECK HOLDINGS, LLC

**By: National HouseCheck Corporation,
Its sole Member**

By: 
Name: William G. Klehm, III
Title: President

SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

Domestic Trademarks

| Serial Number | Registration Number | Mark |
|---------------|---------------------|---|
| 87136789 | 5161109 |  (Design plus words) |
| 87136179 | 5161106 | HOUSEFAX (Standard Character Mark) |
| 85024995 | 3922408 | Housefax (Standard Character Mark) |