

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RADIAN GROUP INC.		01/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CLAYTON SERVICES LLC		
Street Address:	720 S. Colorado Boulevard, Suite 200		
City:	Glendale		
State/Country:	COLORADO		
Postal Code:	80246		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3093215	CLAS	
Registration Number:	3082494	CLAYTON	
CORRESPONDENCE DATA			
Fax Number:	9199814300		
<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:	919-981-4000		
Email:	jknapp@williamsmullen.com		
Correspondent Name:	Jacquelyn D. Knapp, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	084043.0001		
NAME OF SUBMITTER:	Jacquelyn D. Knapp		
SIGNATURE:	/jk/		
DATE SIGNED:	06/11/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment"), effective as of January 21, 2020 (the "Effective Date"), is by and between Radian Group Inc., a Delaware corporation ("Assignor"), and Clayton Services LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are hereinafter referred to collectively as the "Parties" and sometimes each individually as a "Party."

WHEREAS, Radian Mortgage Services Inc. (the "Seller") and Covius Services, LLC (the "Buyer") are parties to that certain Membership Interest Purchase Agreement dated January 21, 2020 (the "Transaction Agreement") pursuant to which Seller sold to Buyer all of its ownership interest in Assignee, including certain Intellectual Property (as that term is defined in the Transaction Agreement), including the intellectual property assets set forth below; and

WHEREAS, the Parties wish to formally confirm the assignment of the Intellectual Property from Assignor to Assignee.

NOW, THEREFORE, in consideration of the promises and undertakings contained in the Transaction Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows.

Any capitalized terms appearing herein not otherwise defined shall have the meanings ascribed to them in the Transaction Agreement.

Assignor irrevocably hereby assigns, transfers, conveys and delivers unto Assignee any and all right, title and interest held by Assignor in and to the following intellectual property assets (the "Assigned Intellectual Property"):

- (i) the trademark registrations in Schedule A (the "Assigned Trademarks"), and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (ii) the domain names in Schedule B;
- (iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (iv) all tangible embodiments of any of the foregoing (in whatever form or medium), including all copies thereof;
- (v) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (vi) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

All rights in, to and under the Assigned Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

Assignor covenants and agrees that 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 title to and in the Intellectual Property and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor agrees to cooperate with Assignee to initiate the transfer process in relation to the domain names and social media accounts electronically from Assignor's accounts to Assignee's accounts, as soon as practicable.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record intellectual property registrations, applications and title thereto, to record the title thereto as the property of Assignee, its legal representatives, successors and assigns and to issue all patents for improvements therein to Assignee, in accordance with the terms of this Assignment. Assignor authorizes and requests the applicable registration authority, including domain name registrars and social media entities to transfer the domain names and social media accounts from Assignor to Assignee.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under the Assignor's direction and all those in privity therewith.


This Assignment shall be governed by and construed in accordance with the laws of Delaware without giving effect to the conflict of laws rules thereof.

This Assignment may be executed in counterparts. A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be duly executed as of the Effective Date.

ASSIGNOR:
Radian Group Inc.

By 
Name: Jack R. Roy
Title: Chief Digital Officer
LD - WASH REAL ESTATE

ASSIGNEE:
Clayton Services LLC

By 
Name: Adam Nichols
Title: Chief Administrative Officer

Schedule A

Trademarks

Trademark	Country	Owner	App. No.	App. Date	Reg. No.	Reg. Date
CLAS	UNITED STATES	Radian Group Inc.	78/647,488	6 /9 /2005	3,093,215	5 /16/2006
CLAYTON	UNITED STATES	Radian Group Inc.	78/618,112	4 /27/2005	3,082,494	4 /18/2006

Schedule B

Domains

<i>Zone/Domain</i>	<i>Expiration Date</i>
clayton.com	1/5/2021
claytoncareerfair.com	3/16/2021
claytonexchange.com	4/21/2020
claytonfixedincome.com	11/8/2020
claytonfixedincomeservices.com	11/8/2020
claytongroup.com	5/29/2021
clayton-holdings.com	5/24/2021
clayton-holdings.info	4/9/2020
clayton-holdings.net	5/24/2021
clayton-holdings.org	5/24/2021
claytonholdingsinc.com	5/24/2021
claytonholdingsinc.net	5/24/2021
claytonholdingsinc.org	5/24/2021
claytonholdingsllc.com	1/22/2021
claytonholdingsllc.net	1/22/2021
claytonholdingsllc.org	1/22/2021
claytonholdingssucks.com	5/24/2021
claytonholdingssucks.net	5/24/2021
claytonholdingssucks.org	5/24/2021
clayton-online.com	12/3/2020
claytonservices.org	5/24/2021
claytonsucks.com	5/24/2021
claytonsucks.net	5/24/2021
claytonsucks.org	5/24/2021
claytontrade.com	4/21/2020
claytonunderwriters.com	4/24/2020
murrayhill.biz	11/18/2020
murrayhillcompany.com	9/15/2020
murrayhillips.com	4/2/2020
murrayhillmail.com	2/8/2021
theclaytongroup.com	4/21/2020

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