

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compfidently LLC		06/24/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	InsideRE, LLC		
Doing Business As:	Inside Real Estate		
Street Address:	12936 S. Fronrunner Blvd., Suite 150		
City:	Draper		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6065428	DASHCMA	
CORRESPONDENCE DATA			
Fax Number:	8015327750		
<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:	8012577978		
Email:	bjohnson@parrbrown.com		
Correspondent Name:	Braden Johnson		
Address Line 1:	101 200 E		
Address Line 2:	#700		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Braden Johnson		
SIGNATURE:	/bwj/		
DATE SIGNED:	06/25/2020		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is made effective as of June 24, 2020 by Compfidently LLC d/b/a dashCMA, a California limited liability company (the "Assignor"), to InsideRE, LLC d/b/a Inside Real Estate, a Delaware limited liability company ("Assignee").

WHEREAS Assignor is the owner of the trademark and trademark registration set forth on EXHIBIT A attached hereto and incorporated herein by this reference (the "Trademark");

WHEREAS Assignor has certain ongoing and existing business pertaining to the Trademark, including but not limited to the promotion of market opportunities pertaining to the Trademark;

WHEREAS Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith, by and among Assignor, Assignee, and Karen Abram, an individual (the "Purchase Agreement");

WHEREAS capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement;

WHEREAS pursuant to the Purchase Agreement, Assignee has agreed to purchase certain assets of Assignor, including all of Assignor's right, title and interest in and to the Trademark and any and all goodwill of the Business symbolized by the Trademark; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Effective upon the Closing Date, Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee, its successors and assigns, all right, title, and interest now and hereafter in force and effect that Assignor has, may have, or hereafter acquires in and to the Trademark, including but not limited to (a) all renewals and extensions thereof; (b) all claims, demands, refunds, rebates, causes of action, choses in action, rights of recovery, rights of set-off and rights of recoupment related thereto, including all such rights relating to or accruing from the breach, infringement or misappropriation, past, present, or future, as the case may be, of any of the foregoing; and (c) all goodwill associated therewith.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement

shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Construction.** This Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith.

5. **Governing Law; Jurisdiction and Venue.** Section 7.10 of the Purchase Agreement is hereby incorporated herein by reference mutatis mutandis.

6. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

7. **Binding Effect.** This Assignment shall apply to, be binding in all respects upon and inure to the benefit of the permitted successors and assigns of the parties.

8. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Assignment. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of Page Intentionally Blank; Signature Page Follows.]

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date written above.

ASSIGNOR:

COMPFIDENTLY LLC d/b/a dashCMA
a California limited liability company

By: 

Name: Karen Abram

Title: Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 06/23/2020 before me, Adrian Papazian Notary Public
(insert NAME and TITLE of the officer)

personally appeared KAREN ABRAM, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Adrian Papazian

(Seal)

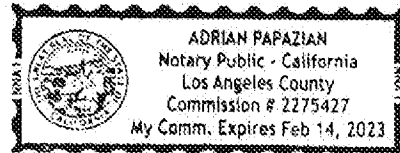


EXHIBIT A

TRADEMARK AND TRADEMARK REGISTRATION

<u>Trademark</u>	<u>Goods/Services</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
DASHCMA	IC. 042. US 100 101. G & S: SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR GENERATING REAL ESTATE PRICING AND PROPERTY REPORTS BASED ON A PROPERTY'S STREET ADDRESS. FIRST USE: 20190403. FIRST USE IN COMMERCE: 20190403	May 26, 2020	6065428

TRADEMARK

REEL: 006979 FRAME: 0563

EXHIBIT A to Assignment of Trademark

RECORDED: 06/25/2020