

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homeward Real Estate LLC	FORMERLY Homeward LLC	10/23/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Homeward, Inc.		
Street Address:	916 South Capital of Texas Highway		
Internal Address:	Building 2.100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5927329	HOMEWARD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7137582383		
Email:	iptldocket@velaw.com		
Correspondent Name:	Briana R. Falcon		
Address Line 1:	1001 Fannin Street		
Address Line 2:	Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Briana R. Falcon		
SIGNATURE:	/brf/		
DATE SIGNED:	10/23/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”) is entered into as of October 23 2020 (the “*Effective Date*”) by and between Homeward Real Estate LLC (formerly Homeward LLC), a Texas limited liability company (“*Assignor*”), and Homeward, Inc., a Delaware corporation (“*Assignee*”). Each of Assignor and Assignee may be referred to herein as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, Assignor owns the right, title and interest in and to certain U.S. trademarks and services marks, as listed in attached Exhibit A (collectively the “*Marks*”); and

WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, all upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. Assignment. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s worldwide right, title and interest in and to the Marks, including all intellectual property rights by statute or common law therein, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims and collect all damages for any past, present or future infringement or misappropriation of the Marks, including the goodwill of the businesses connected to the use of any of the Marks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made.

2. Representations. Assignor represents and warrants that (a) Assignor owns the entire right, title and interest in and to the Marks; and (b) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

3. Further Assurances. Assignor shall submit the necessary documentation to effectuate the assignment of the Marks with the United States Patent and Trademark Office, including any electronic assignment application. At any time, and from time to time after the Effective Date, at Assignee’s reasonable request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee.

4. Miscellaneous.

(a) This Agreement and its exhibit(s) constitute the entire agreement of the Parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties and subject matter.

(b) This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the Parties in the courts of Travis County, Texas. For such purpose, each Party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement shall be binding on and shall inure to the benefit of the Parties and their successors and assigns, if any.

(d) This Agreement may be signed by each Party separately, in which case attachment of all of the Parties' signature pages to this Agreement shall constitute a fully executed agreement.

(e) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

ASSIGNOR:

**HOMEWARD REAL ESTATE LLC (F/K/A
HOMEWARD LLC)**

DocuSigned by:
By: Tim Heyl
Name: Tim Heyl
Title: Chief Executive Officer

ASSIGNEE:

HOMEWARD, INC.

DocuSigned by:
By: Tim Heyl
Name: Tim Heyl
Title: Chief Executive Officer

EXHIBIT A
TRADEMARKS

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
87798664	USAS	HOMEWARD	2/15/18	5927329	12/3/19