

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sharperlending, LLC		12/31/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SharperLending Solutions, LLC		
<b>Street Address:</b>	4315 S. Scott St.		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99203		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4974566	TVP	
<b>Registration Number:</b>	4857084	XPERTONLINE	
<b>Registration Number:</b>	4897558	APPRAISAL FIREWALL	
<b>Registration Number:</b>	4897556	SHARPERLENDING	
<b>Registration Number:</b>	4108784	SHARPERLENDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<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>			
<b>Phone:</b>	216-348-5400		
<b>Email:</b>	lcouncil@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Avenue East		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Todd A. Benni		
<b>SIGNATURE:</b>	/Todd A. Benni/		
<b>DATE SIGNED:</b>	01/07/2021		
<b>Total Attachments: 11</b>			

OP \$140.00 4974566

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of December 31, 2020 by and among Sharperlending, LLC, a Washington limited liability company (“**Sharperlending**”), Synergistic Software Systems, Inc., a Washington corporation (“**SSSI**” and together with Sharperlending, each a “**Seller Party**” and together the “**Seller Parties**”), and SharperLending Solutions, LLC, a Delaware limited liability company (“**Buyer**”). Buyer and the Seller Parties are sometimes referred to herein as a “**Party**” and collectively as “**Parties**.”

Buyer, the Seller Parties and the beneficial owners named therein are parties to that certain Asset Purchase Agreement dated as of December 31, 2020 (the “**APA**”), pursuant to which Buyer agreed to purchase and acquire from the Seller Parties, and Seller Parties agreed to sell, assign, transfer, convey and deliver to Buyer, the Purchased Assets;

All capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the APA;

Pursuant to the APA, the Seller Parties hereby sell, assign, transfer, convey and deliver all Intellectual Property to Buyer; and

The Seller Parties and Buyer now seek to consummate the sale, assign, transfer, conveyance and delivery of the Intellectual Property.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the APA, and in consideration of the representations, warranties and covenants set forth in the APA, the Parties hereby agree as follows:

1. **Assignment.** Effective as of the Closing Date, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller Parties have sold, assigned, transferred, conveyed and delivered, and do hereby sell, assign, transfer and convey to Buyer the Intellectual Property and all rights associated therewith as set forth on Schedule A, including, but not limited to, (i) all goodwill of the Seller Parties’ Business associated with said Intellectual Property, together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries, (ii) all rights to file any future registrations or patents for any of the Intellectual Property, (iii) all common law rights associated with the Intellectual Property, and (iv) all causes of action or other rights that may be asserted under the Intellectual Property; the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller Parties if this assignment and sale had not been made, together with all claims

by the Seller Parties for damages by reason of past infringement of any trademark or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

2. **Proxy**. Upon reasonable request by Buyer, the Seller Parties agree to execute all documents necessary to perfect the right, title, and interest conveyed herein in and to Buyer. In the event that the Seller Parties are unable or unwilling to fully perform their obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Buyer, the Seller Parties hereby irrevocably designate and appoint Buyer or its assign and their duly authorized officers and agents as the Seller Parties agents and attorneys-in-fact to act for and in the Seller Parties behalf and instead of the Seller Parties, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Intellectual Property.

3. **Notices**. Any notice, request, or other document to be given hereunder to any Party shall be given in the manner specified in Section 10.2 of the APA.

4. **Severability**. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5. **Amendment and Modification; Waiver**. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. **Further Assurances**. Following the Closing Date, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.**

a) This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS ASSIGNMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder. Notwithstanding the foregoing, (a) Buyer may assign its rights under this Assignment, in whole or in part to one or more Subsidiaries or Affiliates of Buyer, and such assignment shall not relieve Buyer of its obligations hereunder, and (b) Buyer may, if required by the lenders or other entities providing financing to Buyer or its Affiliates, grant a security

interest in, and collateral assignment of, its rights under this Assignment and the other Transaction Documents to secure the obligations of Buyer or such Affiliates to such lenders or such other entities. In the event of an assignment pursuant to this Section 9, the term "Buyer" shall be deemed to include the Buyer specifically named in the introductory paragraph and such Subsidiary or Affiliate as an additional party for all purposes.

10. **No Third-Party Beneficiaries**. Except as provided in Article VIII of the APA, this Assignment is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.


11. **Entire Agreement**. This Assignment and the other Transaction Documents constitute the sole and entire agreement of the Parties to this Assignment with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Assignment and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Assignment will control.

[SIGNATURE PAGE FOLLOWS]

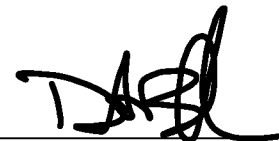
IN WITNESS WHEREOF, the Parties have executed this Assignment as of date first above written.

**SELLER PARTIES:**

**Sharperlending, LLC**

By:  \_\_\_\_\_  
Name: David A Black  
Title: Managing Member

**Synergistic Software Systems, Inc.**

By:  \_\_\_\_\_  
Name: David A Black  
Title: CEO

**BUYER:**

**SharperLending Solutions, LLC**

By: \_\_\_\_\_  
Name: Perry Steiner  
Title: Chairman

IN WITNESS WHEREOF, the Parties have executed this Assignment as of date first above written.

**SELLER PARTIES:**

**Sharperlending, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Synergistic Software Systems, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

**Sharperlending Solutions, LLC**

By:  \_\_\_\_\_  
Name: Perry Steiner  
Title: Chairman



**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**URLs:**

[appraisalfirewall.net](http://appraisalfirewall.net)  
[appraisalsfirewall.com](http://appraisalsfirewall.com)  
[appraisefirewall.com](http://appraisefirewall.com)  
[appraiserfirewall.com](http://appraiserfirewall.com)  
[epnsolutions.com](http://epnsolutions.com)  
[photofirewall.com](http://photofirewall.com)  
[shaperlending.com](http://shaperlending.com)  
[sharperfunding.com](http://sharperfunding.com)  
[sharperlending.info](http://sharperlending.info)  
[sharperlending.net](http://sharperlending.net)  
[sharperlending.org](http://sharperlending.org)  
[sharperlending.tv](http://sharperlending.tv)  
[smarterlending.com](http://smarterlending.com)  
[smarterlending.net](http://smarterlending.net)  
[synergistic.info](http://synergistic.info)  
[synergistic.net](http://synergistic.net)  
[synergistic.us](http://synergistic.us)  
[synergisticsoftware.com](http://synergisticsoftware.com)  
[synergisticsoftware.info](http://synergisticsoftware.info)  
[tvppro.com](http://tvppro.com)  
[vendoryvault.com](http://vendoryvault.com)  
[wwwsharperlending.com](http://wwwsharperlending.com)  
[wwwsharperlending.net](http://wwwsharperlending.net)  
[wwwxpertonline.com](http://wwwxpertonline.com)  
[xpertonlin.com](http://xpertonlin.com)  
[xpertonline.org](http://xpertonline.org)  
[appraisalfirewall.com](http://appraisalfirewall.com)  
[appraisalfirewall.ms](http://appraisalfirewall.ms)  
[readyqual.com](http://readyqual.com)  
[sharperlending.com](http://sharperlending.com)  
[supportperson.com](http://supportperson.com)  
[xpertonline.com](http://xpertonline.com)  
[xpertonline.net](http://xpertonline.net)  
[xpertonline.online](http://xpertonline.online)


**Telephone Numbers:**

<b>SharperLending Phone Numbers</b>	
509-324-1333	Appraisal Firewall

800-537-0760	Appraisal Firewall
509-324-1254	Conference Room
509-324-1336	Conference Room
509-320-4788	David Conf Phone
509-321-4487	Employee
509-321-4489	Employee
509-321-4492	Employee
509-321-4640	Employee
509-324-1230	Employee
509-324-1334	Employee
509-324-1357	EPN
509-324-1312	HR
800-452-1174	Main Line
509-324-1250	Main Line
509-203-7858	Employee
509-324-1301	Employee
509-324-1304	Employee
509-324-1315	Employee
509-324-1320	Employee
509-324-1327	Employee
509-324-1328	Employee
509-324-1330	Employee
509-324-1344	Employee
509-324-3501	Employee

509-324-3509	Employee
509-462-4751	Employee
509-462-4753	Employee

Trade Names/Trade Marks:

Owner	Trademark	Reg. No.	Reg. Date	Goods/Services	Country	Expiration/Renewal Date
SharperLending, LLC		4,974,566	6/7/2016	Class 35: tax return verification services for the mortgage industry	US	6/7/2022
SharperLending, LLC	<b>XPERTONLINE</b>	4,857,084	11/17/2015	Class 36: Financial services, namely, online consumer and mortgage credit reporting services	US	11/17/2021
SharperLending, LLC	<b>APPRAISAL FIREWALL</b>	4,897,558	2/9/2016	Class 42: Providing a website featuring technology for ordering, managing, and processing appraisal reports and documents needed for home loans for use by mortgage lenders and brokers	US	2/9/2022

Owner	Trademark	Reg. No.	Reg. Date	Goods/Services	Country	Expiration/Renewal Date
SharperLending, LLC	<b>SHARPERLENDING</b>	4,897,556	2/9/2016	Class 42: Providing a website featuring technology for use in writing and managing all reports and documents needed for home loans for use by mortgage lenders and brokers	US	2/9/2022
SharperLending, LLC	<b>SHARPERLENDING</b>	4,108,784	3/6/2012	Class 36: Providing a website featuring financial information for use by mortgage lenders and brokers in writing and managing all reports and documents	US	3/6/2022

Copyrights:

Owner	Title	Copyright No.	Description	Pub. Year
Synergistic Software Systems, Inc.	Xpert.	TXu000945875	Computer File	2000
Synergistic Software	XpertOnline.	TXu000945874	Computer File	2000

Systems, Inc.				
Synergistic Software Systems, Inc.	Mortgage reporter.	TX0003830266	Computer File	1991
Synergistic Software Systems, Inc.	Race.	TX0003830263	Computer File	1992
Synergistic Software Systems, Inc.	Res Q.	TX0003830257	Computer File	1993
Synergistic Software Systems, Inc.	Res Q.	TX0003830262	Computer File	1993
Synergistic Software Systems, Inc.	Residential property management system.	TX0001254701	Computer File	1983
Synergistic Software Systems, Inc.	Xact-Host.	TX0003830264	Computer File	1993
Synergistic Software Systems, Inc.	Xact-processor.	TX0003830265	Computer File	1993

Software Source Code: (See Attached Excel Spreadsheet titled 3.12(a)\_SourceCode.xlsx)