

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644677

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900609082		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RentPath, LLC		04/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rentpath Holdings, Inc.		
Street Address:	950 East Paces Ferry Road NE		
Internal Address:	Suite 2600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5860767	RENTALS.COM	
Registration Number:	5837520	RENT.COM	
Registration Number:	5326000	PORTFOLIO PROMOTER	
Registration Number:	5064332	MAXLEASES	
Registration Number:	5049132	THE POWER OF WE	
Registration Number:	4992567	RENTPATH CONNECT	
Registration Number:	5011541	RENTPATH CONCIERGE	
Registration Number:	4972863	MY RENTPATH	
Registration Number:	4972867	THE LEGIT A MASTER	
Registration Number:	4987862		
Registration Number:	4991938	RENTALS.COM	
Registration Number:	5283418	RENT.COM	
Registration Number:	4881608		
Registration Number:	4885326		
Registration Number:	5060480		
Registration Number:	5018898	TAKE THE MOST POWERFUL PATH	
Registration Number:	4900967	LEGIT-A-MASTER	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	5091654	EASY MEDIA
Registration Number:	4881311	TOTALLY LEGIT
Registration Number:	4853002	CERTIFIED RESIDENT RATINGS & REVIEWS
Registration Number:	4857824	RENTALHOUSES.COM
Registration Number:	4810385	RENTALHOUSES.COM
Registration Number:	4787220	CR3
Registration Number:	4701361	AG
Registration Number:	4701360	AG
Registration Number:	4599140	RENTALS.COM
Registration Number:	4586295	RENTALS.COM
Registration Number:	4592254	CERTIFIED RESIDENT
Registration Number:	4690675	LOVE
Registration Number:	4528555	LOVELY
Registration Number:	4505057	LOVELY
Registration Number:	4489823	LIVE RESPONSE SOLUTIONS
Registration Number:	4185684	SOCIAL MEDIA MADE EASY
Registration Number:	4598458	REPUTATION MADE EASY
Registration Number:	3717869	RENTMATIC
Registration Number:	2857033	RENT.COM
Registration Number:	4447394	RENTPATH
Registration Number:	4447393	RENTPATH
Registration Number:	4450748	RENTPATH
Registration Number:	4450746	RENTPATH
Registration Number:	2591823	PRIMEDIA
Registration Number:	2236353	APARTMENT GUIDE
Registration Number:	4312061	GIGAMOVES
Registration Number:	4316046	RENT.COM
Registration Number:	4341226	RENT.COM

CORRESPONDENCE DATA

Fax Number: 4043659532

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.

Phone: 4042337000

Email: mmccaskill@mmmlaw.com

Correspondent Name: Montrell McCaskill

Address Line 1: 1600 Atlanta Financial Center

Address Line 2: 3343 Peachtree Road, N.E.

Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	32806-115340
NAME OF SUBMITTER:	Montrell McCaskill
SIGNATURE:	/Montrell McCaskill/
DATE SIGNED:	05/06/2021

Total Attachments: 14

source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page1.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page2.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page3.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page4.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page5.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page6.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page7.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page8.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page9.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page10.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page11.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page12.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page13.tif
source=Rushmore - IP Assignment Agreement - RentPath LLC Executed_WEIL_97908065_1#page14.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated as of April 2, 2021, is by and between RentPath, LLC, a Delaware limited liability company (“Assignor”) and RentPath Holdings, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor, Assignee, the other Sellers, and Redfin Corporation, a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of February 19, 2021 (as amended, supplemented and/or modified from time to time, the “APA”);

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the APA;

WHEREAS, as required in the APA and as specifically described in Exhibit F thereto, Assignor hereby desires to deliver, and transfer to Assignee, its entire worldwide right, title and interest in, to and under all registered, all issued and all applications for Intellectual Property included in the Seller Intellectual Property owned by Assignor, as set forth on Exhibit A hereto (the “Assigned IP”); and

WHEREAS, Assignee desires to acquire the Assigned IP from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the APA or the Confirmation Order. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the APA or the Confirmation Order, the APA or the Confirmation Order, as applicable, shall govern.
2. In accordance with and subject to the provisions of the APA and the Confirmation Order, Assignor hereby irrevocably conveys, assigns and transfers to Assignee, effective as of the date hereof and as of immediately prior to the Closing, its entire worldwide right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, free and clear of all Liens (other than Permitted Liens), the same to be held and enjoyed by Assignee for its own use and enjoyment and 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 Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in law or in equity) with respect thereto, and the right to sue,

counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

3. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. For the avoidance of doubt, this Assignment is binding upon, and inures to the benefit of Reorganized RentPath. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof.
4. Upon reasonable request by Assignee, Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignee hereunder.
5. Assignor and Assignee hereby authorize and request the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.
6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Assignment may be executed with counterpart signature pages or 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. Sections 8.01, 8.03, 8.05, 8.09, 8.12, 8.13 and 8.18 of the APA shall apply to and govern this Assignment, *mutatis mutandis*.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the date first written above.

As Assignor:

RENTPATH, LLC

DocuSigned by:
By: Marlon Starr
Name: Marlon F. Starr
Title: Senior Vice President, General Counsel and Secretary

As Assignee:

RENTPATH HOLDINGS, INC.

By: _____
Name: Dhiren Fonseca
Title: Interim President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the date first written above.

As Assignor:

RENTPATH, LLC

By: _____
Name: Marlon F. Starr
Title: Senior Vice President, General
Counsel and Secretary




As Assignee:



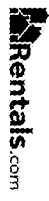


RENTPATH HOLDINGS, INC.

By: DocuSigned by: Dhiren Fonseca
Name: Dhiren Fonseca
Title: Interim President and Chief Executive
Officer



EXHIBIT A
ASSIGNED IP

Trademarks


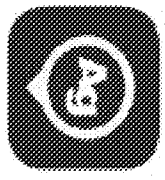
Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
RENTALS.COM	United States	Registered	12/13/2018	88228070	9/17/2019	5860767	RentPath, LLC
RENT.COM	United States	Registered	6/14/2018	88000014	8/20/2019	5837520	RentPath, LLC
PORTFOLIO PROMOTER	United States	Registered	9/27/2016	87184782	10/31/2017	5326000	RentPath, LLC
MAXLEASES	United States	Registered	4/11/2016	86970649	10/18/2016	5064332	RentPath, LLC
THE POWER OF WE	United States	Registered	2/17/2016	86910163	9/27/2016	5049132	RentPath, LLC
RENTPATH CONNECT 	United States	Registered	10/29/2015	86803510	7/5/2016	4992567	RentPath, LLC
RENTPATH CONCERGE 	United States	Registered	10/29/2015	86803557	8/2/2016	5011541	RentPath, LLC
MY RENTPATH 	United States	Registered	10/16/2015	86790452	6/7/2016	4972863	RentPath, LLC

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
THE LEGIT A MASTER	United States	Registered	10/16/2015	86790480	6/7/2016	4972867	RentPath, LLC
							
Design Only	United States	Registered	10/16/2015	86790497	6/28/2016	4987862	RentPath, LLC
							
RENTALS.COM	United States	Registered	10/16/2015	86790488	7/5/2016	4991938	RentPath, LLC
							
RENT.COM	United States	Registered	6/12/2015	86660888	9/12/2017	5283418	RentPath, LLC
							
Design Only	United States	Registered	6/12/2015	86660911	1/5/2016	4881608	RentPath, LLC
							

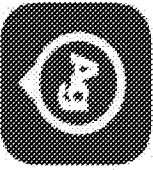



TRADEMARK

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
Design Only 	United States	Registered	6/3/2015	86649873	1/12/2016	4885326	RentPath, LLC
Design Only 	United States	Registered	6/1/2015	86647275	10/11/2016	5060480	RentPath, LLC
TAKE THE MOST POWERFUL PATH	United States	Registered	6/3/2015	86649888	8/9/2016	5018898	RentPath, LLC
LEGIT-A-MASTER	United States	Registered	6/3/2015	86649960	2/16/2016	4900967	RentPath, LLC
EASY MEDIA	United States	Registered	8/18/2014	86370033	11/29/2016	5091654	RentPath, LLC
TOTALLY LEGIT	United States	Registered	6/3/2015	86650164	1/5/2016	4881311	RentPath, LLC

TRADEMARK

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
CERTIFIED RESIDENT RATINGS & REVIEWS	United States	Registered	5/5/2015	86620277	11/10/2015	4853002	RentPath, LLC
RENTALHOUSES.COM & Design	United States	Registered	10/14/2014	86423986	11/24/2015	4857824	RentPath, LLC
 RENTALHOUSES.COM	United States	Registered	9/9/2014	86389062	9/8/2015	4810385	RentPath, LLC
CR3	United States	Registered	6/30/2014	86324293	8/4/2015	4787220	RentPath, LLC
Ag & Design 	United States	Registered	4/15/2014	86252584	3/10/2015	4701361	RentPath, LLC

TRADEMARK

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
 Ag & Design	United States	Registered	4/15/2014	86252583	3/10/2015	4701360	RentPath, LLC
RENTALS.COM	United States	Registered	2/7/2014	86187511	9/2/2014	4599140	RentPath, LLC
RENTALS.COM	United States	Registered	2/7/2014	86187507	8/12/2014	4586295	RentPath, LLC
CERTIFIED RESIDENT	United States	Registered	1/6/2014	86158256	8/26/2014	4592254	RentPath, LLC
 LOVE & Design	United States	Registered	8/16/2013	86040426	2/24/2015	4690675	RentPath, LLC
 LOVELY Stylized	United States	Registered	8/16/2013	86040365	5/13/2014	4528555	RentPath, LLC
 lovely	United States	Registered	8/16/2013	86040365	5/13/2014	4528555	RentPath, LLC



TRADEMARK

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
LOVELY	United States	Registered	8/16/2013	86040264	4/1/2014	4505057	RentPath, LLC
LIVE RESPONSE SOLUTIONS	United States	Registered	7/25/2013	86019908	2/25/2014	4489823	RentPath, LLC
SOCIAL MEDIA MADE EASY	United States	Registered	12/2/2011	85486417	8/7/2012	4185684	RentPath, LLC
REPUTATION MADE EASY	United States	Registered	6/17/2013	85962231	9/2/2014	4598458	RentPath, LLC
RENTMATIC	United States	Registered	2/17/2009	77672290	12/1/2009	3717869	RentPath, LLC

TRADEMARK

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
RENT.COM	United States	Registered	6/20/2002	76423384	6/22/2004	2857033	RentPath, LLC
RENTPATH	United States	Registered	4/22/2013	85911210	12/10/2013	4447394	RentPath, LLC
RentPath	United States	Registered	4/22/2013	85911200	12/10/2013	4447393	RentPath, LLC
RENTPATH	United States	Registered	4/22/2013	85911217	12/17/2013	4450748	RentPath, LLC
RentPath	United States	Registered	4/22/2013	85911204	12/17/2013	4450746	RentPath, LLC

TRADEMARK

Trademark	Country {State}	Status	Application Date	Application Number	Registration Date	Registration Number	Owner of Record
PRIMEDIA	United States	Registered (not in use by Company)	7/7/1997	75320497	7/9/2002	2591823	RentPath, LLC
APARTMENT GUIDE	United States	Registered	12/3/1993	74465899	4/6/1999	2236353	RentPath, LLC
GIGAMOVES	United States	Cancelled due to nonuse	5/23/2012	85633381	4/2/2013	4312061	RentPath, LLC
Rent.com & Design 	United States	Cancelled due to nonuse	5/23/2012	85633363	4/9/2013	4316046	RentPath, LLC
Rent.com & Design 	United States	Cancelled due to nonuse	5/23/2012	85633371	5/28/2013	4341226	RentPath, LLC

TRADEMARK

Patents

Title	Application No. Application Date	Patent No. Issue Date	Owner of Record
System To Capture Communication Information	11158916 06/22/2005	8908846 12/9/2014	RENTPATH, LLC
Consolidating Leads Received From Potential Renters For Billing A Lister	12346751 12/30/2008	8112329 02/07/2012	RENTPATH, LLC
Consolidating Leads Into A Lead Group	13354124 01/19/2012	8626612 01/07/2014	RENTPATH, LLC
Method and Apparatus for Apartment Listings	14179465 02/12/2014	10643263 5/5/2020	RENTPATH, LLC
Systems and Methods for Visually Searching Items in a Web-Based Platform	15881281 01/26/2018		RENTPATH, LLC
Systems and Methods for Displaying Filters and Intercepts Leveraging a Predictive Analytics Architecture	16531658 08/05/2019		RENTPATH, LLC
Systems and Methods for Semantic Search Engine Analysis	16539179 08/13/2019		RENTPATH, LLC

Method and Apparatus for Apartment Listings	16/832801 3/27/2020		RENTPATH, LLC
--	------------------------	--	---------------

WEIL:97887971269518.0006