

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667956

<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>
One Planet Ops Inc.		01/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Contractors.com LLC		
<b>Street Address:</b>	1820 Bonanza Street		
<b>City:</b>	Walnut Creek		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94596		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3991373	CONTRACTORS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9169303201		
<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>	9169303263		
<b>Email:</b>	amanda.modesto@dlapiper.com		
<b>Correspondent Name:</b>	Carissa L. Bouwer, Esq.		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	DLA Piper LLP (US)		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>ATTORNEY DOCKET NUMBER:</b>	353952-900120		
<b>NAME OF SUBMITTER:</b>	Carissa Bouwer		
<b>SIGNATURE:</b>	/Carissa Bouwer/		
<b>DATE SIGNED:</b>	08/16/2021		
<b>Total Attachments: 4</b>			
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source=Trademark Assignment Agreement_One Planet Ops Inc._Contractors.com LLC_08022021.docx#page2.tif			
source=Trademark Assignment Agreement_One Planet Ops Inc._Contractors.com LLC_08022021.docx#page3.tif			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (“Agreement”) is entered into as of January 1, 2021 (“Effective Date”) by and between One Planet Ops Inc., a Delaware corporation (“Assignor”) (formerly known as Reply! Inc.) with offices at 1820 Bonanza Street, Walnut Creek, CA 94596 and Contractors.com LLC, a California limited liability company (“Assignee”) with offices at 1820 Bonanza Street, Walnut Creek, California 94596.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the Mark (as defined below).

NOW THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. **Mark.** The term “Mark” as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill (goodwill is an intangible asset that refers to the reputation and recognition of the mark among consumers and business) of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as “Mark”) identified as follows:

Mark Name: CONTRACTORS.COM

Application or Registration Number: 3991373 State of Registration: California

Date of Application or Registration: July 05, 2011

Description of Goods/Services: Online referral services to home improvement contractors in multiple trades featuring contractor profiles, customer reviews, and the ability for a consumer to request quotes or repair estimates from various contractors nationwide in multiple home improvement trades. A sample of the Mark is provided in Exhibit A.

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee, and Assignee hereby accepts from Assignor all of Assignors rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and

anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.

3. **Execution and Delivery.** Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
5. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
6. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
7. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to venue for any such suit, action or proceeding in such courts.
8. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**Assignor**

**One Planet Ops Inc.**

By: DocuSigned by:  
*Payam Zamani*  
C803F18C3C49422...

Name: Payam Zamani

Title: Director

**Assignee**

**Contractors.com LLC**

By: DocuSigned by:  
*Payam Zamani*  
C803F18C3C49422...

Name: Payam Zamani

Title: Director

## Exhibit A

6/22/2021 Contractors

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