

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewPoint Media Group, LLC		11/19/2021	Limited Liability Company: DELAWARE
NewPoint Franchisor, LLC		11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Move Sales, Inc.		
Street Address:	30700 Russell Ranch Boulevard, Suite 1000		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2743516	HOMESANDLAND.COM	
Registration Number:	1256835	HOMES & LAND	
Registration Number:	4440887	HOMES AND LAND	
Registration Number:	4440886	HOMES AND LAND	
Registration Number:	4440884	HOMES AND LAND	
Registration Number:	5943366	HOMES & LAND	
Registration Number:	5943364	HOMES & LAND	
Registration Number:	1959590	HOME GUIDE	
Registration Number:	6354946	KEEP THE SPOTLIGHT ON YOU AND YOUR LISTI	
Registration Number:	3416932	HOMES & LAND	
Registration Number:	2301653	ESTATES & HOMES	
Registration Number:	3260724	A RENTAL GUIDE APARTMENTS	
Registration Number:	3255821	A APARTMENT RENTAL GUIDE	
Registration Number:	3946873	NEW HOME DIRECTORY.COM	
Registration Number:	4051309	NEW HOME GUIDE.COM	
Registration Number:	2492583	REALESTATEBOOK.COM	
Registration Number:	2292689	THE REAL ESTATE BOOK	

CH \$490.00 2743516

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5149677	THE REAL ESTATE BOOK
Registration Number:	1996435	THE REAL ESTATE BOOK

CORRESPONDENCE DATA

Fax Number: 9494754754
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: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	66291-00074
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/19/2021

Total Attachments: 7

- source=7. Narwhal -- IP Assignment Agreement (FE) (003)#page1.tif
- source=7. Narwhal -- IP Assignment Agreement (FE) (003)#page2.tif
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Schedule 1
TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of November 19, 2021, is made among NewPoint Media Group, LLC, a Delaware limited liability company ("NPMG"), NewPoint Franchisor, LLC, a Delaware limited liability company ("NPF" and, together with NPMG, "Assignors") and Move Sales, Inc., a Delaware corporation ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

WHEREAS, the Parties entered into the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Parties desire that Assignors transfer to Assignee all of the right, title and interest of Assignors in and to the Marks set forth on Schedule A attached hereto (including all common law rights and applications and registrations for the foregoing, and the right to claim priority to the same and all renewals thereof), together with all goodwill of the business associated therewith and symbolized thereby (the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignors' right, title and interest in and to the Assigned Trademarks, and Assignors wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meaning assigned to them in the Purchase Agreement.

2. Transfer of Assigned Trademarks. Each Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept all of such Assignor's right, title and interest in and to:

- (a) the Assigned Trademarks, together with the goodwill associated therewith, and all issuances, extensions, renewals, reissues, reexaminations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations thereof;
- (b) all rights to royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks;
- (c) all related rights of priority and protection of interests of any of the foregoing; and
- (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks, the same to be held by Assignee for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made.

3. Further Assurances. Each Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, such Assignor shall execute and deliver such further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors and assigns in accordance with the foregoing.

4. Moral Rights. Any assignment of copyright under this Assignment includes all rights of paternity, attribution, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as droit moral or "moral rights" (collectively, "Moral Rights"). To the extent Moral Rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, each Assignor hereby waives all Moral Rights with respect to all copyrights and copyrightable works included in the Assigned Trademark Rights, and all uses thereof, and consents to any action of Assignee that would violate such Moral Rights in the absence of such waiver or consent.

5. Incorporation by Reference. Sections 7.2 through 7.17 of the Purchase Agreement are hereby incorporated by reference and made an integral part hereof, mutatis mutandis.

6. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignors or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned Trademarks. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Signature page follows immediately.

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

ASSIGNORS:

NEWPOINT MEDIA GROUP, LLC

DocuSigned by:
Eric Loeffel
By: _____
Name: Eric Loeffel
Title: CEO

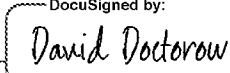
NEWPOINT FRANCHISOR, LLC

DocuSigned by:
Eric Loeffel
By: _____
Name: Eric Loeffel
Title: CEO




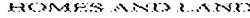


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

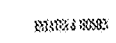


ASSIGNEE:

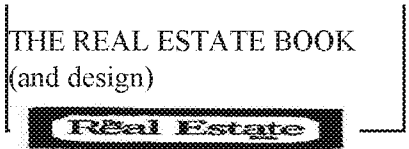
MOVE SALES, INC.


By:  _____
Name: DocuSigned by: 8A4BF2C29CC0468...
Title: CEO

SCHEDULE A
MARKS

MARK	IMAGE	IP OFFICE	APPLICATION #	REGISTRATION #	OWNERS (CURRENT)
HOMESANDLAND.COM		United States (USPTO)	76241945	2743516	NEWPOINT FRANCHISOR, LLC
HOMES & LAND		United States (USPTO)	73346818	1256835	NEWPOINT FRANCHISOR, LLC
HOMES AND LAND		United States (USPTO)	85566751	4440887	NEWPOINT FRANCHISOR, LLC
HOMES AND LAND		United States (USPTO)	85566717	4440886	NEWPOINT FRANCHISOR, LLC
HOMES AND LAND		United States (USPTO)	85566477	4440884	NEWPOINT FRANCHISOR, LLC
HOMES & LAND		United States (USPTO)	88460648	5943366	NEWPOINT FRANCHISOR, LLC
HOMES & LAND		United States (USPTO)	88460633	5943364	NEWPOINT FRANCHISOR, LLC
HOME GUIDE		United States (USPTO)	74481616	1959590	NEWPOINT FRANCHISOR, LLC
KEEP THE SPOTLIGHT ON YOU AND YOUR LISTINGS		United States (USPTO)	90178936	6354946	NewPoint Franchisor, LLC
HOMES & LAND & Design*		European Union (EUIPO)	582197	582197	NewPoint Franchisor, LLC
HOMES & LAND		United States (USPTO)	77102489	3416932	NewPoint Franchisor, LLC
HOMESANDLAND		Canada (CIPO)	1582783	TMA857613	NewPoint Franchisor, LLC

ESTATES & HOMES		United States (USPTO)	75489162	2301653	NewPoint Franchisor, LLC
A RENTAL GUIDE APARTMENTS & Design		United States (USPTO)	78930994	3260724	NewPoint Franchisor, LLC
A APARTMENT RENTAL GUIDE & Design		United States (USPTO)	78931045	3255821	NewPoint Franchisor, LLC

Mark	Country	App. No.	Reg. No.	Owner
		App. Date	Reg. Date	
	Canada	668638	TMA426825	NewPoint Media Group, LLC
		10/18/1990	5/6/1994	
THE REAL ESTATE BOOK	Panama	161809	161809	NewPoint Media Group, LLC
		5/31/2007	8/20/2008	
NEW HOME DIRECTORY.COM	USA	77968080	3946873	NewPoint Media Group, LLC
		3/25/2010	4/19/2011	
NEW HOME GUIDE.COM	USA	77968071	4051309	NewPoint Media Group, LLC
		3/25/2010	11/8/2011	
REALESTATEBOOK.COM	USA	76151847	2492583	NewPoint Media Group, LLC
		23-Oct-00	25-Sep-01	
		12-Sep-06	25-Sep-07	

THE REAL ESTATE BOOK	USA	75562202	2292689	NewPoint Media Group, LLC
		9/30/1998	11/16/1999	
THE REAL ESTATE BOOK	USA	87045012	5149677	NewPoint Media Group, LLC
		5/20/2016	2/28/2017	
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> THE REAL ESTATE BOOK (and design) </div> 	USA	74567128	1996435	NewPoint Media Group, LLC
		8/29/1994	8/27/1996	