

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689482

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: 10			
Property Type	Number	Word Mark	
Registration Number:	1703648	HOMEMAIL	
Registration Number:	2627001	HOMES OF THE HAMPTONS	
Registration Number:	2627002	HOMES OF EASTERN LONG ISLAND	
Registration Number:	2627003	HOMES OF EASTERN LONG ISLAND THE MAGAZIN	
Registration Number:	2633678	HOMES OF THE HAMPTONS THE MAGAZINE OF SE	
Registration Number:	1756790	HOMES&LAND	
Registration Number:	2739328	HAMPTONS LIVING	
Registration Number:	2124466	NEW HOMES	
Registration Number:	3396415	HOGARES Y TERRENOS	
Registration Number:	2921995	NEW HOME FINDER	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		

CH \$265.00 1703648

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: 6

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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, Assignee is desirous of acquiring Assignors rights, if any, in and to the trademark registrations identified on Exhibit A (the "Marks") and the goodwill of the business associated with said Marks, if any;

WHEREAS, concurrently herewith, Assignee is acquiring certain rights to conduct business to which the Marks pertain pursuant to that certain Asset Purchase Agreement dated of even date herewith among the Assignors and the Assignee; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all of Assignors' rights in and to the Marks and the goodwill of the business associated with such Marks.

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

1. Assignment. Each Assignor does hereby sell, assign and transfer (without warranty) to Assignee, all right, title and interest in and to the Marks owned by such Assignor, if any, including without limitations, the goodwill associated therewith and any registration certificates that may be issued or granted therefor. Assignors further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee.

2. No Warranties. Except as expressly set forth in Section 3 below, nothing in this Assignment shall be construed as (i) a warranty or representation by any Assignor as to the validity of the Marks; (ii) a warranty or representation that anything made, used, sold or otherwise disposed of in connection with the Marks is or will be free from infringement of trademarks or other proprietary rights of third parties; (iii) a requirement that either Assignor has or shall file any trademark application or secure any trademark registration; (iv) an obligation to bring or prosecute actions or suits against third parties for infringement of the Marks; (v) conferring upon any person any immunity from or defenses under the antitrust laws, or any immunity from a charge of patent misuse; or (vi) an obligation to maintain the Marks, to make any payment to any third party or governmental entity, including without limitation any maintenance fee, for any purpose related to the Marks, or to file any documents or provide any information to any third party or governmental entity related to the Marks. Assignee agrees (a) that Assignors makes no representations or warranties of any kind or nature whatsoever respecting the Marks and (b) to accept the Marks "as is," with all faults, without any obligation on the part of Assignors to take any further action with

respect to the Assignee or the Marks. Assignors shall not be liable to Assignee for damages of any kind as a result of the assignment of the Marks to Assignee under this Assignment.

3. Limited Representations. Each Assignor hereby represents and warrants to the Assignee that, during the three year period prior to the Effective Date, (i) there have been no licenses issued or assignments made by either Assignor relating to the Marks to any third party, and (ii) neither Assignor has sold, transferred, assigned, pledged, licensed or encumbered any of the rights they may have in or to the Marks.

4. 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.

[Signature page follows.]

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.


DocuSigned by:

By: David Doctorow
Name: ~~David Doctorow~~
Title: CEO

SCHEDULE A
MARKS

HOMEMAIL		United States (USPTO)	74196927	1703648	Homes & land Affiliates, LLC
HOMES OF THE HAMPTONS		United States (USPTO)	76366833	2627001	Frontiers Unlimited, LLC
HOMES OF EASTERN LONG ISLAND		United States (USPTO)	76366847	2627002	Frontiers Unlimited, LLC
HOMES OF EASTERN LONG ISLAND THE MAGAZINE OF SEASIDE AND COUNTRY LIVING		United States (USPTO)	76366848	2627003	Frontiers Unlimited, LLC
HOMES OF THE HAMPTONS THE MAGAZINE OF SEASIDE AND COUNTRY LIVING		United States (USPTO)	76366834	2633678	Frontiers Unlimited, LLC
HOMES&LAND		United States (USPTO)	74270556	1756790	Homes & Land Affiliates, LLC
HAMPTONS LIVING		United States (USPTO)	76466559	2739328	Frontiers Unlimited, LLC
NEW HOMES		United States (USPTO)	74580180	2124466	NewPoint Franchisor, LLC
HOGARES Y TERRENOS		United States (USPTO)	78933590	3396415	NewPoint Franchisor, LLC

HOMES & LAND & DESIGN		Canada (CIPO)	854186	TMA550268	NewPoint Franchisor, LLC
HOMES&LAND & Design		United Kingdom (UKIPO)	UK00900582197	UK00900582197	NewPoint Franchisor, LLC

NEW HOME FINDER (and design) 	USA	76482497	2921995	NewPoint Media Group, LLC
		1/13/2003	2/1/2005	
THE REAL ESTATE BOOK	Virgin Islands (US)	75562202	7402	NewPoint Media Group, LLC Covered by US Federal Reg. No. 2292689
		30-Sep-98	16-Nov-99	