# CH \$90.00 4315

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM717463

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Virtusmart, LLC		03/28/2022	Limited Liability Company: ARIZONA

#### **RECEIVING PARTY DATA**

Name:	HomeSmart Holdings, Inc.	
Street Address:	8388 E Hartford Dr, Ste 100	
City:	Scottsdale	
State/Country:	ARIZONA	
Postal Code:	85255	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4315457	REALSMART
Registration Number:	3415686	VIRTUSMART
Registration Number:	3420266	VIRTUSMART

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: tm-dept@quarles.com, heather.buchta@quarles.com,

nicole.renouard@quarles.com, katrina.balasko@quarles.com

Correspondent Name: Katrina Balasko at Quarles & Brady LLP Address Line 1: 411 East Wisconsin Avenue, Suite 2400 Address Line 4: Milwaukee, WISCONSIN 53202-4428

NAME OF SUBMITTER:	Katrina Balasko
SIGNATURE:	/Katrina Balasko/
DATE SIGNED:	03/29/2022

**Total Attachments: 3** 

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## Confirmatory Trademark Assignment

This Confirmatory Trademark Assignment (the "<u>Assignment</u>") is made effective as of March 28, 2022, by and between VirtuSmart, LLC, an Arizona limited liability company ("Assignor") and HomeSmart Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, the Assignor is the owner of the trademarks shown in the attached Schedule A, the registrations with the U.S. Patent and Trademark Office, and the goodwill of the business in connection therewith (the "<u>Trademarks</u>").

WHEREAS, Assignor wishes to assign the Trademarks to Assignee, and Assignee desires to acquire the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor hereby sells, assigns, conveys, and transfers to Assignee all of the Assignor's right, title and interest in and to the Trademarks and all of Assignee's right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of the Trademarks or otherwise related to the Trademarks.

This Assignment is made pursuant to that certain Trademark Assignment made and entered into as of March 28, 2022, by and between Assignor and Assignee (the "<u>Agreement</u>"). To the extent of any conflict between the terms of this Assignment and the Agreement, the terms of the Agreement shall prevail and control.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first stated above.

By: <u>DALLY BOWES</u>

ASSIGNOR: VirtuSmart, LLC

Name: Ashley Bowers

Title: President

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# Schedule A Trademarks

Trademark	Registration Number	Registration Date
REALSMART (Stylized)	Reg. No. 4,315,457	4/9/2013
REALSMART		
VIRTUSMART	Reg. No. 3,415,686	4/22/2008
VIRTUSMART	Reg. No. 3,420,266	4/29/2008

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# Schedule B Common Law Trademarks

None

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**RECORDED: 03/29/2022**