

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Realogy Title Group LLC		02/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Title Resources Guaranty Company		
Street Address:	3001 Leadenhall Road		
City:	Mt. Laurel		
State/Country:	NEW JERSEY		
Postal Code:	08054		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4579518	TITLE RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	9733873989		
<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:	973-407-5269		
Email:	uspto.mail@realogy.com		
Correspondent Name:	Joan T. Pinaire		
Address Line 1:	175 Park Avenue		
Address Line 4:	Madison, NEW JERSEY 07940		
ATTORNEY DOCKET NUMBER:	RTG - ASSIGNMENT		
NAME OF SUBMITTER:	AnnMarie Tedesco		
SIGNATURE:	/AnnMarie Tedesco/		
DATE SIGNED:	05/19/2022		
Total Attachments: 4			
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ASSIGNMENT

This **ASSIGNMENT** (this “Assignment”), dated as of February 22, 2022, is by and between Realogy Title Group LLC, a Delaware corporation (“Assignor”) and Title Resources Guaranty Company, a Texas corporation (“Assignee,” and each of Assignor and Assignee, a “Party” and collectively, the “Parties”). Capitalized terms used but not defined herein shall have the meanings set forth in the **Purchase** Agreement (as defined below).

RECITALS

WHEREAS, (a) on October 6, 2021, Closing Parent Holdco, L.P., a Cayman Islands limited partnership (“Parent”), RE Closing Buyer Corp, a Delaware corporation (“Buyer”), Realogy Title Group LLC, a Delaware limited liability company (“Seller”) and Title Resources Guaranty Company, a Texas corporation (the “Company”), entered into a Share Purchase Agreement (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which Buyer agreed to acquire 70% of the issued and outstanding capital stock shares of common stock of the Company;

WHEREAS, the Assignor owns all right, title and interest in and to the trademarks applications and registrations set forth on Schedule A hereto (collectively, the “Assigned Marks”);

WHEREAS, in furtherance of the sale contemplated by the Purchase Agreement (a) the Assignor desires to assign, transfer, convey and deliver to the Assignee, all right, title and interest of the Assignor in and to the Assigned Marks; and (b) the Assignee desires to accept from the Assignor such assignment, transfer, conveyance and delivery of the IP.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Conveyance. Assignor does hereby assign, transfer, convey and deliver to Assignee, without reservation of any rights, title or interest, all of Assignor’s worldwide rights, title and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by such Assigned Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee’s successors and assigns, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Assigned Marks, and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competitions, likelihood of confusion or dilution or any other claim or cause of action related to the Assigned Marks prior to and following the effective date of this Assignment. Assignor further assigns to Assignee the right to sue and recover damages and/or

profits for claims of past, present and/or future infringement, unfair competition, dilution, or any other violation or unlawful act relating to the Assigned Marks, if any. Assignee hereby accepts such assignment, transfer, conveyance and delivery.

2. Recordation. Assignee shall have the right to record this Assignment with applicable governmental authorities so as to perfect its ownership of the Assigned Marks. As reasonably requested from time to time by Assignee, Assignor will assist in the submission of all appropriate forms or consents and execute such other forms or documents which may be necessary to carry out any of the provisions of this Assignment putting Assignee in full possession and operating control of the Assigned Marks.

3. Severability. If any term or provision of this Assignment or the application of any such term or provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof.

4. Assignment; Binding Effect. This Assignment and all the provisions of this Assignment shall be binding upon and shall inure to the benefit of the Assignee and its respective successors and permitted assigns, effective immediately upon its execution by the Parties. No assignment shall relieve the Assignor of any of its obligations hereunder. Any attempted assignment by Assignor in violation of this Section 4 shall be void ab initio.

5. Headings. The headings contained in this Assignment are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Assignment.

6. Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties and their permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

7. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the Parties notwithstanding the fact that all Parties are not signatory to the original or the same counterpart. For purposes of this Assignment, electronic and .PDF signatures shall be deemed originals.

8. Entire Agreement. This Assignment constitutes the entire agreement of the Parties with respect to the subject matter of this Assignment, and supersede all prior discussions, understandings, agreements and representations and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any Party in connection with the negotiation of the terms of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

REALOGY TITLE GROUP LLC

DocuSigned by:
By: Don Casey
Name: Don Casey
Title: President and CEO

SCHEDULE A

TRADEMARKS

Country Name	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
United States	TITLE RESOURCES & Design	86138626	09-Dec-2013	4579518	05-Aug-2014

Common Law Trademarks

Go2Agent