

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728899

<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>
Realogy Title Group LLC		02/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Title Resources Guaranty Company		
<b>Street Address:</b>	3001 Leadenhall Road		
<b>City:</b>	Mt. Laurel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08054		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5506155	TRG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	973-407-5269		
<b>Email:</b>	uspto.mail@realogy.com		
<b>Correspondent Name:</b>	Joan T. Pinaire		
<b>Address Line 1:</b>	175 Park Avenue		
<b>Address Line 4:</b>	Madison, NEW JERSEY 07940		
<b>ATTORNEY DOCKET NUMBER:</b>	TRG Assignment		
<b>NAME OF SUBMITTER:</b>	AnnMarie Tedesco		
<b>SIGNATURE:</b>	/AnnMarie Tedesco/		
<b>DATE SIGNED:</b>	05/19/2022		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT

This **ASSIGNMENT** (this “Assignment”), effective 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 trademark registration set forth on Schedule A hereto (collectively, the “Assigned Mark”);

**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 Mark; 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 Mark, together with the goodwill of the business symbolized by such Assigned Mark, 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 Mark, 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 Mark 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 Mars, 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 Mark. 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 Mark.

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, Assignor caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

REALOGY TITLE GROUP LLC

By:  \_\_\_\_\_  
DocuSigned By: 4E9079DC440A4D1...

Name: Don Casey

Title: President and CEO

**SCHEDULE A**

**TRADEMARK**

<b>Country Name</b>	<b>Trademark Name</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	TRG	87456580	19-May-2017	5506155	03-Jul-2018