

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757444

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <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> |
| First Preston Management, Inc.  |  | 09/15/2022            | Corporation: TEXAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | HomeTelos GP, L.L.C.                               |                       |                    |
| <b>Street Address:</b>  | 2525 Knight Street                                 |                       |                    |
| <b>Internal Address:</b>  | Suite 450  |                       |                    |
| <b>City:</b>  | Dallas   |                       |                    |
| <b>State/Country:</b>   | TEXAS  |                       |                    |
| <b>Postal Code:</b>   | 75219  |                       |                    |
| <b>Entity Type:</b>   | Limited Liability Company: TEXAS                   |                       |                    |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 2924986  | FIRST PRESTON         |                    |
| <b>Registration Number:</b>   | 4207192  | FIRST PRESTON HT      |                    |
| <b>Registration Number:</b>   | 4207193  | FIRST PRESTON HT      |                    |
| <b>Registration Number:</b>   | 4207271  |                       |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 2146614899   |                       |                    |
| <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>   | 214.953.6500                                       |                       |                    |
| <b>Email:</b>   | daltmdept@bakerbotts.com                           |                       |                    |
| <b>Correspondent Name:</b>  | Cecily Porterfield, Baker Botts L.L.P.             |                       |                    |
| <b>Address Line 1:</b>  | 2001 Ross Avenue                                   |                       |                    |
| <b>Address Line 2:</b>  | Suite 900  |                       |                    |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201-2900                           |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 079937.0101  |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Cecily Porterfield, Baker Botts L.L.P.             |                       |                    |
| <b>SIGNATURE:</b>   | /Cecily Porterfield/                               |                       |                    |
| <b>DATE SIGNED:</b>   | 09/26/2022   |                       |                    |

CH \$115.00 2924986

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "*Assignment*") is made and entered into effective as of the last date of the signatures below (the "*Effective Date*"), by and between First Preston Management, Inc., a Texas corporation with an address of 2525 Knight Street, Suite 450, Dallas, Texas 75219, United States ("*Assignor*"), and HomeTelos GP, L.L.C., a Texas limited liability company with an address of 2525 Knight Street, Suite 450, Dallas, Texas 75219, United States ("*Assignee*").

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the names, marks, trademarks, service marks, trade names, logo(s), and/or designs set forth in the attached "Exhibit A", as well as the trademark registrations therefor, in connection with the various goods and/or services set forth in such registrations and as used at common law, together with the goodwill of the business symbolized thereby (hereinafter, collectively the "*Marks*"); and

**WHEREAS**, Assignor desires to assign to Assignee all right, title and interest in and to the Marks, including any and all goodwill of the business associated therewith; and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith from Assignor;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over, and conveys to Assignee, its successors and assigns, Assignor's entire worldwide and universal rights, title and interest in and to the Marks, including, but not limited to, the registrations therefor which are identified in Exhibit A attached hereto, together with the goodwill of the business symbolized by such 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, assigns, subsidiaries, or other legal representatives, 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 Marks, and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to the 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 infringement, unfair competition, and/or dilution, if any.

2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without any further consideration.

3. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

**ASSIGNOR:**

**First Preston Management, Inc.**

By: Nancy T Richards

Name: Nancy T. Richards

Title: Chairman

Date: September 15, 2022

**ASSIGNEE:**

**HomeTelos GP, L.L.C.**

By: Lisa Barrentine



Name: Lisa Barrentine

Title: Manager

Date: September 15, 2022

**EXHIBIT A**

| <b>Mark</b>                     | <b>Jurisdiction</b> | <b>Application/<br/>Registration<br/>Number</b> | <b>Filing Date/<br/>Reg. Date</b>     | <b>Services</b>  |
|---------------------------------|---------------------|---|---------------------------------------|--|
| <b>FIRST<br/>PRESTON</b>        | United<br>States    | 78260877<br>2924986                             | June 11, 2003<br>February 8, 2005     | Class 35: Real estate marketing services, namely, online services featuring tours of residential and commercial real estate; accounting services related to real estate assets.<br>Class 36: Real estate asset management services, namely, building and property management for real estate portfolios; and real estate brokerage services.   |
| <b>FIRST<br/>PRESTON</b>        | European<br>Union   | 003576667<br>003576667                          | December 10, 2003<br>June 21, 2005    | Class 35: Marketing, accounting.<br>Class 36: Real estate asset management services, namely, advisory, management, community outreach and reporting services; and real estate brokerage services.  |
| <b>FIRST<br/>PRESTON</b>        | United<br>Kingdom   | 003576667<br>UK009035766<br>67                  | December 10, 2003<br>June 21, 2005    | Class 35: Marketing, accounting.<br>Class 36: Real estate asset management services, namely, advisory, management, community outreach and reporting services; and real estate brokerage services.  |
| <b>FIRST<br/>PRESTON<br/>HT</b> | United<br>States    | 85332914<br>4207192                             | May 27, 2011<br>September 11,<br>2012 | Class 35: Accounting services; real estate marketing services, namely, on-line services featuring tours of residential and commercial real estate.<br>Class 36: Real estate brokerage; Real estate financing services; Real estate management services.<br>Class 42: Application service provider (ASP) featuring software for use in providing, hosting, managing, developing, and maintaining applications, software, web sites and databases in the fields of online auctions, selection, bidding, offer management, real estate transactions, and management and |

| Mark  | Jurisdiction  | Application/<br>Registration<br>Number | Filing Date/<br>Reg. Date             | Services  |
|---|---------------|--|---------------------------------------|---|
| <b>FIRST<br/>PRESTON<br/>HT &amp; Design</b><br><br>                         | United States | 85332916<br>4207193                    | May 27, 2011<br>September 11,<br>2012 | marketing of real estate assets.<br>Class 35: Accounting services;<br>real estate marketing services,<br>namely, on-line services featuring<br>tours of residential and<br>commercial real estate.<br>Class 36: Real estate brokerage;<br>Real estate financing services;<br>Real estate management services.<br>Class 42: Application service<br>provider (ASP) featuring software<br>for use in providing, hosting,<br>managing, developing, and<br>maintaining applications,<br>software, web sites and databases<br>in the fields of online auctions,<br>selection, bidding, offer<br>management, real estate<br>transactions, and management and<br>marketing of real estate assets. |
| <b>MISC.<br/>DESIGN<br/>(Blue &amp; Grey<br/>Curved<br/>Bands)</b><br><br> | United States | 85341959<br>4207271                    | June 9, 2011<br>September 11,<br>2012 | Class 35: Accounting services;<br>real estate marketing services,<br>namely, on-line services featuring<br>tours of residential and<br>commercial real estate.<br>Class 36: Real estate brokerage;<br>Real estate financing services;<br>Real estate management services.<br>Class 42: Application service<br>provider (ASP) featuring software<br>for use in providing, hosting,<br>managing, developing, and<br>maintaining applications,<br>software, web sites and databases<br>in the fields of online auctions,<br>selection, bidding, offer<br>management, real estate<br>transactions, and management and<br>marketing of real estate assets.                                     |

**TRADEMARK**