

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VRX Media Group LLC		12/07/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Zillow, Inc.		
Street Address:	1301 Second Avenue, Floor 31		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5544751	VRX MEDIA	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	116317-0013		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	12/13/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “*Trademark Assignment*”) is effective as of December 7, 2022, and is entered into by VRX Media Group LLC, a Wisconsin limited liability company (the “**Assignor**”) and Zillow, Inc., a Washington corporation (the “**Assignee**”).

A. Pursuant to that certain Asset Purchase Agreement dated as November 7, 2022, by and between Assignor and Assignee (the “*Asset Purchase Agreement*”), Assignee is acquiring certain assets of Assignor;

B. Pursuant to and in furtherance of the Asset Purchase Agreement, Assignor desires to assign, and Assignee desires to acquire, all right, title, and interest in and to the Marks (as defined below).

In consideration of the premises and covenants set forth in this Trademark Assignment, and for a portion of the consideration to be received by Assignor in connection with the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby transfers, sells, assigns and conveys to Assignee, exclusively, irrevocably and in perpetuity, all right, title, and interest in and to, on a worldwide basis, the trademark and trademark registration listed on Attachment A to this Trademark Assignment (collectively, the “**Marks**”), including all common law rights therein and all applications to register and registrations thereof, together with the goodwill pertaining thereto and all right, title and interest thereto, each free and clear of all encumbrances, together with the right to sue and collect damages in Assignee’s own name for any and all past, present or future infringement, dilution, or other injury to any of the foregoing.

2. Authorization and Request Related to the Marks. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, whose duty is to issue trademark registrations, to issue the same with respect to the Marks to Assignee, its successors, assigns and legal representatives, or to such nominees as Assignee may designate.

3. Further Assurances. Assignor agrees that no rights in the Marks are retained by Assignor. Assignor covenants and agrees that it shall execute such other and further assignments and documents as the Assignee may reasonably request to carry out, give effect to or evidence this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment and all of its terms shall inure to the benefit of Assignee and its successors and assigns and shall bind Assignor and its successors and assigns.

5. Governing Law. This Trademark Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to conflicts of laws principles) except to the extent that federal law is controlling on the subject matter.

6. Conflicts. This Trademark Assignment is entered into in connection with and pursuant to the Asset Purchase Agreement and shall, to the extent possible, be construed to be consistent therewith. In the event of any conflict between the terms hereof and of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[Signature Page Follows]

[Signature Page to Trademark Assignment Agreement]

ASSIGNOR:

VRX MEDIA GROUP LLC, a Wisconsin limited liability company

By: 

Nathan P. Strom, Manager

By: 

Seth Greenwell, Manager

ASSIGNEE:

ZILLOW, INC.
a Washington corporation

By: _____
Name:
Title:

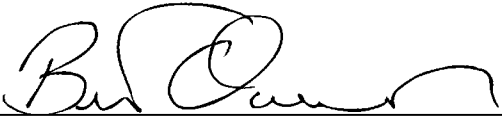
ASSIGNOR:

VRX MEDIA GROUP LLC.
a Wisconsin limited liability company

By: _____
Name:
Title:

ASSIGNEE:

ZILLOW, INC.
a Washington corporation

By:  _____
Name: Bradley D. Owens
Title: Secretary

ATTACHMENT A TO TRADEMARK ASSIGNMENT

MARKS

Trademark Registration

Jurisdiction	Mark	Registration/ Application Number	Filing Date	Registration Date
United States	VRX Media	Reg. No. 5,544,751 App. No. 87750039	January 10, 2018	August 21, 2018

Common Law Trademarks (word mark and all corresponding logos, including the following)

VRX

VRX MEDIA

VISUAL REAL ESTATE XPERTS

