

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900733470
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ShowingTime.com, LLC		10/17/2022	Limited Liability Company: DELAWARE

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: 10

Property Type	Number	Word Mark
Registration Number:	5106858	MARKETSTATS
Registration Number:	6268678	OFFERMANAGER
Registration Number:	5952081	SECURE ACCESS
Registration Number:	6160080	SHOWING BEACON
Registration Number:	5326241	SHOWING INDEX
Registration Number:	3903061	SHOWING SUITE
Registration Number:	4469824	SHOWINGCART
Registration Number:	3592514	SHOWINGSYNC
Registration Number:	5227390	SHOWINGTIME
Registration Number:	3132872	SHOWINGTIME

CORRESPONDENCE DATA

Fax Number: 3129847700

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.

Phone: 312-372-2000

Email: jmikulina@mwe.com, tdamario@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: 01/19/2023

Total Attachments: 12

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ASSIGNMENT

This Assignment (the “Assignment”), effective as of October 17, 2022 (the “Effective Date”), is entered into by and between ShowingTime.com, LLC, a Delaware Limited Liability Company (“Assignor”), and Zillow, Inc., a Washington Corporation (“Assignee” and together with Assignor, the “Parties”).

RECITALS

WHEREAS, Assignee is the sole member of Assignor;

WHEREAS, Assignor owns all right, title and interest in and to the intellectual property identified on Schedule A attached hereto (together the “ShowingTime Intellectual Property”);

WHEREAS, Assignor desires to make a distribution to Assignee as its sole member, consisting of the ShowingTime Intellectual Property (the “Distribution”); and

WHEREAS, in furtherance of the Distribution, Assignor now desires to assign all of its right, title and interest in and to the ShowingTime Intellectual Property to Assignee, and Assignee desires to acquire the ShowingTime Intellectual Property.

NOW THEREFORE, in exchange for the mutual promises made herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT

With effect as of the time of the Effective Date, Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver all of its right, title, and interest in and to the ShowingTime Intellectual Property to Assignee for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignee if this Assignment had not been made. This Assignment includes all right, title, and interest in and to the ShowingTime Intellectual Property, including but not limited to:

- (a) the right to assign or license the ShowingTime Intellectual Property;
- (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the ShowingTime Intellectual Property;
- (c) all causes of action for any previously occurring infringement, misappropriation, or violation of the ShowingTime Intellectual Property, the right to sue for past and future damages, and the right to receive and retain the proceeds relating to the infringement, misappropriation, or violation of the ShowingTime Intellectual Property; and

- (d) all other rights and interests in and to the ShowingTime Intellectual Property.

2. REPRESENTATIONS AND WARRANTIES

Each of Assignor and Assignee represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Assignment and that neither the execution nor delivery of this Assignment nor the performance of its obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

3. GENERAL PROVISIONS

- 3.1 Further Assurances. The parties agree to execute such further or other documents and assurances and do such other acts as may, from time to time, be required or deemed useful to give effect to the provisions of this Assignment. Such further assurances include, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation and other acts as may be necessary or requested by Assignee to vest full title in and to the ShowingTime Intellectual Property in Assignee or which may be necessary to obtain, renew, issue or enforce the ShowingTime Intellectual Property.
- 3.2 Entire Agreement and Amendment. This Assignment sets forth the entire agreement and understanding between the parties with respect to the ShowingTime Intellectual Property. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 3.3 Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of Washington, without regard to its conflict of law rules, and it shall be binding upon the parties worldwide.
- 3.4 Severability. Any provision of this Assignment which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.
- 3.5 Waiver of Default. A waiver by any party of a breach or violation of any provision of this Assignment will not constitute or be construed as a waiver by that party of any other breach or violation of this Assignment.

- 3.6 Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which when taken together constitute one and the same instrument.


[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Date.

SHOWINGTIME.COM, LLC

ZILLOW, INC.

By: 

By: 

Name: Bradley D. Owens

Name: Bradley D. Owens

Its: Chief Executive Officer

Its: Secretary

Schedule A

ShowingTime Intellectual Property

ShowingTime Intellectual Property includes all of the following that as of the Effective Date of this Assignment is owned by Assignor:

- All works of authorship and other copyrightable subject matter (including, but not limited to software code and other compilations of data), whether published or unpublished, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and rights of ownership of copyrightable works, moral rights, and all rights to register and obtain renewals and extensions of registrations (including, without limitation, those specifically identified on Schedule B);
- All trademarks, service marks, trade dress, logos, slogans, trade names (including social media corporate identifiers), corporate and business names, and Internet domain names, and other source or business identifiers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
- All inventions, invention disclosures, discoveries, updates, adaptations, designs, enhancements, and improvements (whether or not patentable), issued patents, patent applications, design rights, other industrial property rights, and counterparts claiming priority therefrom and all rights to claim priority thereto, and all related continuations, continuations-in-part, divisionals, reissues, renewals, re-examinations, substitutions, and extensions thereof;
- All trade secrets, know-how, confidential information, ideas, formulae, processes, proprietary information, functional or detailed design specifications, technical data, secret or confidential information, information that derives economic value from not being generally known, and any information that would constitute a trade secret as defined in the Uniform Trade Secrets Act;
- All software;
- All other intellectual and industrial property rights (of every kind and nature and however designated), including logos, “rental” rights, and rights to remuneration, whether arising by operation of law, contract, license, or otherwise; and
- Any additional applicable intangible property under U.S. Treasury Regulation Section 1.482-4(b) (whether or not in documentary form and whether or not patentable, copyrightable, or otherwise protectable under applicable laws).

The ShowingTime Intellectual Property includes, without limitation, all registered intellectual property specifically identified in Schedule B (the “Registered Intellectual Property”).


Schedule B

Registered Intellectual Property

Registered Copyrights

None.

Registered Trademarks

Jurisdiction	Mark	Application No. Filing Date	Registration No. Registration Date
US	MARKETSTATS	87/083,246 06/24/2016	5,106,858 12/20/2016
US	OFFERMANAGER	90/135,956 08/25/2020	6,268,678 02/09/2021
US	SECURE ACCESS	88/416,820 05/06/2019	5,952,081 12/31/2019
US	SHOWING BEACON	88/724,299 12/12/2019	6,160,080 09/22/2020
US	SHOWING INDEX	87/456,755 05/19/2017	5,326,241 10/31/2017
US	SHOWING SUITE	77/969,600 03/26/2010	3,903,061 01/11/2011
US	SHOWINGCART	85/943,436 05/28/2013	4,469,824 01/21/2014
US	SHOWINGSYNC	77/341,554 11/30/2007	3,592,514 03/17/2009
US	SHOWINGTIME and Design 	87/233,079 11/10/2016	5,227,390 06/20/2017
US	SHOWINGTIME	78/714,715 09/16/2005	3,132,872 08/22/2006

Registered Internet Domain Names

10kresearch.com
10kresearch.info
10kresearch.mobi
10kresearch.net
10kresearch.org
1800-SHOWING.COM
1-800SHOWING.COM
1800SHOWING.MOBI

800SHOW.INFO
800SHOWING.COM
800-SHOWING.COM
800SHOWING.MOBI
accushow.com
appointmentcenterinc.com
appt.show
basalert.com
basmobile.com
bassms.com
basurl.com
blueprintfor100deals.com
bookashowing.com
bookshowing.com
brokercommander.com
CALLTRAX.COM
centralshowings.biz
centralshowings.com
css-showings.com
CURBSHOW.COM
CURBSHOW.MOBI
easyshowings.com
ehomeshowings.com
elksoftware.com
fastfiremail.com
feedbackcentral.com
foreclosurefeedback.com
freerecrm.com
getmarketstats.com
hdidx.com
homefeedback.com
homefinderemail.com
homefollowup.com
idxhd.com
infospark.me
info-sparks.com
infosparks.me
infosparks.net
jumptomail.com
loanfollowup.com
localmarketinsight.com

mailsuite.net
mailzu.com
manageshowings.com
mapass.com
marketstats.com
marketstats.net
marketstatscenter.com
marketviewbroker.com
marketviewbroker.info
marketviewbroker.net
marketviewbroker.org
marketviewbroker.us
myappointmentcenter.com
mycss.ca
mycss.us
myshowingkeys.com
neighborhoodsugester.com
newmarketstats.com
offercentermls.com
onsiteagent.com
realestatemailbox.com
realestatemarketstats.com
realestatesuite.com
realgreeter.com
realtorshowings.com
realtycommander.com
responsiverealestatewebsites.com
rwsls.net
salesghost.com
shortsalecommander.com
showbeacon.com
showin.gs
SHOWING.PROPERTIES
SHOWINGACTIVITY.COM
SHOWINGAGENT.COM
SHOWINGALERT.COM
SHOWINGANALYST.COM
SHOWINGANALYTICS.COM
SHOWINGASSIST.COM
showingbeacon.com
showingcalendar.com

showingcalender.com
SHOWINGCALL.COM
SHOWINGCART.COM
SHOWINGCENTER.COM
showingcheckin.com
showingcomments.com
showingcrm.com
SHOWINGDESK.COM
SHOWINGINDEX.COM
showingkeys.com
SHOWINGLINK.COM
showinglock.com
showinglock.info
showinglock.net
showinglock.org
showingmail.com
SHOWINGMAN.COM
SHOWINGMANAGEMENT.COM
showingnote.com
showingnotes.com
SHOWINGPIN.COM
SHOWINGPINS.COM
SHOWINGPOINTS.COM
showingrobot.com
showings.biz
showings.co
showings.com
SHOWINGS.MOBI
SHOWINGSECURITY.COM
showingsoftware.com
showingspeak.com
showings-static.com
showingstatistics.com
showingstats.com
showingsuite.com
showingsync.com
SHOWINGTI.ME
SHOWINGTIME.BIZ
SHOWINGTIME.COM
SHOWINGTIME.HOUSE
SHOWINGTIME.INFO

showingtime.live
SHOWINGTIME.MOBI
SHOWINGTIME.NET
SHOWINGTIME.ORG
showingtimedownload.com
showingtimeftp.com
showingtimelive.com
showingtimemarketstats.com
SHOWINGTIMES.COM
SHOWINGTRACKS.COM
showingtraffic.com
showingtrafficindex.com
SHOWINGTRAX.COM
showingtrends.com
SHOWINGVALUE.COM
SHOWINGVALUES.COM
SHOWINGVOICE.COM
SHOWINGWIZARD.COM
shownotes.com
SHOWWITH.US
simplistate.com
ssuite.net
st.show
statsogist.com
tenkresearch.com
tenkresearch.info
tenkresearch.mobi
tenkresearch.net
tenkresearch.org
THEAPPOINTMENTDESK.COM
theshowingkey.com
theshowingkeys.com
TRACKTI.COM
trendscasting.com
vacationrentalbyownersuite.com
vacationrentallockbox.com

Registered Patents

Jurisdiction	Title	Application No. Filing Date	Grant No. Issue Date
US	SHOWING MANAGEMENT SYSTEM TO AUTOMATICALLY MATCH AND CONTROL ELECTRONIC LOCKBOXES	12/039,544 02/28/2008	8,035,480 10/11/2011
US	SHOWING MANAGEMENT SYSTEM TO AUTOMATICALLY MATCH AND CONTROL ELECTRONIC LOCKBOXES	13/227,881 09/08/2011	8,145,352 03/27/2012
US	INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY MANAGEMENT SYSTEM	14/264,949 04/29/2014	9,460,480 10/04/2016
US	INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY MANAGEMENT SYSTEM	15/250,486 08/29/2016	9,761,071 09/12/2017
US	INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY MANAGEMENT SYSTEM	15/669,712 08/04/2017	10,026,248 07/17/2018
US	SYSTEM AND METHOD FOR PROVIDING TEXT MESSAGING CONFIRMATION	14/105,010 12/12/2013	8,971,506 03/03/2015
US	SYSTEM AND METHOD FOR MANAGING SHOWINGS OF REAL ESTATE LISTINGS BASED ON MULTIPLE FACTORS	16/020,733 06/27/2018	10,885,596 01/05/2021
US	SYSTEM AND METHOD FOR MANAGING REAL ESTATE LISTING SHOWINGS BASED ON MULTIPLE FACTORS	17/078,941 10/23/2020	11,379,938 07/05/2022
US	SYSTEM AND METHOD FOR MANAGING PROPERTY SHOWING APPOINTMENTS BASED ON HEALTH PARAMETERS	16/984,982 08/04/2020	11,468,985 10/11/2022
US	ELECTRONIC DEVICE FOR PROVIDING ACCESS TO PROPERTIES	16/236,456 12/29/2018	10,713,740 07/14/2020
US	DATA COLLECTION AND DISSEMINATION SYSTEM WITH LITERATURE DISTRIBUTION AND EMAIL FOLLOW-UP	11/428,609 07/05/2006	7,853,479 12/14/2010
US	REAL ESTATE COORDINATION PROGRAM	09/716,887 11/20/2000	6,973,432 12/06/2005
US	REAL ESTATE COORDINATION PROGRAM	11/999,748 12/04/2007	RE43,068 01/03/2012
US	MANAGING REAL ESTATE LISTING SHOWINGS BASED ON MULTIPLE FACTORS	17/853,222 06/29/2022	

Jurisdiction	Title	Application No. Filing Date	Grant No. Issue Date
US	SYSTEM AND METHOD FOR MANAGING AND AUTOMATICALLY RESCHEDULING SHOWINGS OF REAL ESTATE LISTINGS BASED ON MULTIPLE FACTORS	17/114,608 12/08/2020	
US	MULTI-PARTY VIRTUAL SHOWING SYSTEM WITH CONFIGURABLE INDEPENDENT COMMUNICATION CHANNELS AND DATA	16/852,948 04/20/2020	
US	CONTROLLING PHYSICAL PROPERTY ACCESS USING HEALTH PARAMETERS	17/890,151 08/17/2022	
US	AUTOMATED PROPERTY TOUR SCHEDULING INVOLVING MULTIPLE INTERACTING SCHEDULING SYSTEMS	63/410,210 09/26/2022	
US	AUTOMATED PROPERTY TOUR SCHEDULING INVOLVING MULTIPLE UNAFFILIATED PARTICIPANTS IN DISPARATE LOCATIONS	63/410,214 09/26/2022	
US	AUTOMATED PROPERTY TOUR SCHEDULING INVOLVING MULTIPLE SEQUENTIAL CALL PROMPT INTERACTIONS	63/410,219 09/26/2022	