

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785752

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900734241		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5280 Realty, Inc	FORMERLY 5280	11/20/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	5280 Realty Ltd.		
Doing Business As:	DBA 5280		
Street Address:	4432 Mt Harvard St		
City:	Brighton		
State/Country:	COLORADO		
Postal Code:	80601		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3838462	5280	
Registration Number:	3871084	5280 REALTY	
Registration Number:	5358719	5280 HOMES	
CORRESPONDENCE DATA			
Fax Number:	8889295280		
<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:	(303) 564-5780		
Email:	joepsainz@gmail.com		
Correspondent Name:	Joe P Sainz III		
Address Line 1:	4432 Mt Harvard St		
Address Line 4:	Brighton, COLORADO 80601		
NAME OF SUBMITTER:	Joe P. Sainz III		
SIGNATURE:	/Joe P. Sainz III/		
DATE SIGNED:	02/09/2023		
Total Attachments: 5			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 20th day of November, 2022 (the "Effective Date") by and between **5280 Realty, Inc.** (the "Assignor"), a Colorado Corporation located at 4432 Mt Harvard St, Brighton, CO, 80601 and **5280 Realty Ltd.** (the "Assignee"), a Colorado Limited Liability Company located at 4432 Mt Harvard St, Brighton, Colorado, 80601.

1. **Mark(s).** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service Marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all state and USTPO registrations and/or registration application rights and all rights to prepare derivative Marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identify the following (4) TM's and hereby "Assign" and "Transfer of Goodwill" as defined by:
 - (1a) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark;
 - (1b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and
 - (1c) all rights to sue for past, present and future infringements or misappropriations of the Trademark.


2a. Mark Name: 5280

Application or Registration Number: 3838462

US Federal Registration: USTPO

Date of Application or Registration: August 24, 2010

Description of Goods/Services: IC 036. US 100 101 102. G & S: Providing a database of residential real estate listings within neighborhoods and communities specifically identified by users; Providing real estate listings via the Internet; Real estate brokerage; Real estate listing. FIRST USE: 20010227. FIRST USE IN COMMERCE: 20010227



2b. Mark Name: 5280 Realty

Application or Registration Number: 3871084

US Federal Registration: USTPO

Date of Application or Registration: November 2, 2010

Description of Goods/Services: IC 036. US 100 101 102. G & S: Classified real estate listings of apartment rentals and housing rentals; Commercial and residential real estate agency services; Leasing of real property; Providing a database of information about residential real estate listings in different neighborhoods and communities; Providing a database of residential real estate listings within neighborhoods and communities specifically identified by users; Real estate brokerage; Real estate listing; Real estate listing services for the housing rentals and apartment rentals; Real estate multiple listing services.

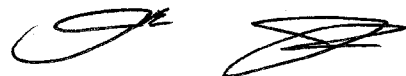
2c. Mark Name: 5280 Homes

Application or Registration Number: 5358719

US Federal Registration: USTPO

Date of Application or Registration: December 19, 2017

Description of Goods/Services: IC 036. US 100 101 102. G & S: Real estate agency services; Real estate brokerage; Real estate consultation; Real estate listing; Real estate listing services for housing rentals and apartment rentals; Real estate management consultation; Real estate multiple listing services; Real estate services, namely, providing online questions to help users determine the best neighborhoods and communities suited to their individual needs and preferences; Real estate syndication; Classified real estate listings of apartment rentals and housing rentals; Commercial and residential real estate agency services; Land acquisition, namely, real estate brokerage; Providing real estate listings and real estate information via the Internet; Providing real estate listings via the Internet; Providing a database of information about residential real estate listings in different neighborhoods and communities; Providing a database of residential real estate listings within neighborhoods and communities specifically identified by users; Providing an Internet website portal offering information in the fields of real estate concerning the purchase and sale of new and resale homes and condos; Providing information in the field of real estate; Providing information in the field of real estate by means of linking the web site to other web sites featuring real estate information; Providing information in the field of real



estate via the Internet; Residential real estate agency services. FIRST USE: 20010227. USED IN ANOTHER FORM The mark was first used anywhere in a different form other than that sought to be registered at least as early as 02/27/2001. FIRST USE IN COMMERCE: 20010227

Description of Goods/Services: **IC 042. US 100 101.** G & S: Hosting websites on the Internet; Hosting an online website featuring technology that allows users to create real estate promotional websites; application service provider, namely, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites, of others in the fields of real estate and residential home advertising and marketing; designing and developing websites in the field of commercial and residential home real estate for others; Hosting the web sites of others; Computer services, namely, creating, maintaining, designing and implementing web sites for others; Design, creation, hosting, maintenance of websites for others; Designing, creating, maintaining, and hosting residential home real estate, new home residential development, condos, land, and commercial real estate websites for others; Maintenance of websites and hosting on-line web facilities for others; Providing an online website for creating and hosting micro websites for businesses; Providing temporary use of on-line non-downloadable software development tools for designing, creating, hosting, customizing, editing, modifying, maintaining and updating websites, web pages for others and interactive applications, on a global computer network, mobile devices and social media sites and applications; application services provider (ASP) featuring software for use in designing, editing, creating, hosting, customizing, modifying, maintaining and updating websites, web pages of others and interactive applications, on a global computer network, mobile devices and social media sites and applications for consumer home listing and real estate professionals. FIRST USE: 20010227. FIRST USE IN COMMERCE: 20040518

3. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office(USTPO) and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the mark(s) or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
4. **Consideration.** Assignee shall pay Assignor the sum of \$3.33, payable on November 25, 2022 in consideration for assignment of the Mark.
5. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale,



transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

6. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
8. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Colorado for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

5280 Realty, Inc.

By: [Signature]
Name: Joe P. Sainz III
Title: Owner/CEO

5280 Realty Ltd.

By: [Signature]
Name: Joe P. Sainz III
Title: Owner/CEO

NOTARY ACKNOWLEDGMENT

State of Colorado
County of Adams

On this 20 day of November in the year 2022 before me, Sierra Piatt, appeared Joe Sainz, who is personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

[Signature]
(Signature of Notary Public)

SIERRA PIATT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204007496
My Commission Expires February 21, 2024

My Commission Expires: 2/21/2024