

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM789631

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900750310

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zillow, LLC		10/30/2022	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	Push Sub I, Inc.
Street Address:	1301 Second Avenue, Floor 31
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	5385182	
Registration Number:	5450483	3D HOME
Registration Number:	4989175	BETTER TOGETHER
Registration Number:	5218534	BRIDGE INTERACTIVE
Registration Number:	5468446	
Registration Number:	5326238	BUILDER INFORM
Registration Number:	5093200	BUILDING EXPERTS
Registration Number:	4603892	DOTLOOP
Registration Number:	4659746	DOTLOOP
Registration Number:	4659745	DOTLOOP
Registration Number:	5448673	DOTLOOP
Registration Number:	4969352	FIND YOUR WAY HOME
Registration Number:	4965196	GREAT PEOPLE DON'T WORK ALONE
Registration Number:	4372661	HOTPADS
Registration Number:	3129407	HOTPADS.COM
Registration Number:	5339124	HREO
Registration Number:	5329849	INNOVATION COMES HOME
Registration Number:	5494178	INSTANT OFFERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3113223	JUSTLISTED
Registration Number:	5386700	LOOP IT
Registration Number:	3419041	MAKE ME MOVE
Registration Number:	3409808	MAKE ME MOVE
Registration Number:	4383576	MARKSMAN
Registration Number:	4379555	MORTECH
Registration Number:	4383575	
Registration Number:	4390859	NAKED APARTMENTS
Registration Number:	5093201	NEIGHBORHOOD EXPERTS
Registration Number:	6048070	O E
Registration Number:	5473068	O.R.EX.
Registration Number:	5545568	ONE BLOCK OVER
Registration Number:	5978644	OUT EAST
Registration Number:	5445154	OUT EAST
Registration Number:	6034197	OUT EAST
Registration Number:	4988126	P
Registration Number:	4625614	PEOPLEWORK
Registration Number:	4539410	PEOPLEWORK, NOT PAPERWORK
Registration Number:	4662344	PREMIER AGENT
Registration Number:	4996554	PREMIER AGENT
Registration Number:	5425360	PREMIER BROKER
Registration Number:	5329777	REALESTATE.COM
Registration Number:	5435247	RENTAL INFORM
Registration Number:	5106818	SHOWINGS ON DEMAND
Registration Number:	3476680	STREETEASY
Registration Number:	4982937	STREETEASY
Registration Number:	5644072	THE HOUSE IS ONLY HALF OF IT
Registration Number:	3210548	TRULIA
Registration Number:	3197657	TRULIA
Registration Number:	3204655	TRULIA
Registration Number:	4241967	TRULIA
Registration Number:	4433361	
Registration Number:	6901565	UNLOCK
Registration Number:	5257217	WHATEVER HOME MEANS TO YOU, WE'LL HELP Y
Registration Number:	3607638	Z
Registration Number:	3607637	Z
Registration Number:	3455337	Z
Registration Number:	3420126	Z

Property Type	Number	Word Mark
Registration Number:	4662545	Z
Registration Number:	6165127	Z
Registration Number:	3320467	ZESTIMATE
Registration Number:	3175031	ZILLOW
Registration Number:	3493872	ZILLOW
Registration Number:	3150074	ZILLOW
Registration Number:	3332886	ZILLOW
Registration Number:	3565882	ZILLOW
Registration Number:	3437691	ZILLOW
Registration Number:	3437690	ZILLOW
Registration Number:	4201269	ZILLOW
Registration Number:	4812774	ZILLOW
Registration Number:	5938336	ZILLOW
Registration Number:	6048675	ZILLOW
Registration Number:	6035311	ZILLOW
Registration Number:	5553175	ZILLOW INSTANT OFFERS
Registration Number:	6048676	ZILLOW OFFERS
Registration Number:	5329847	ZILLOW PRIZE
Registration Number:	5329848	ZILLOW PRIZE INNOVATION COMES HOME
Registration Number:	6960383	ZILLOW RENTALS
Registration Number:	6306854	TAKE THE HASSLE OUT OF YOUR HUSTLE
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
Serial Number:	97056500	RENT CONNECT

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: 3123722000

Email: jmikulina@mwe.com, kdelcoure@mwe.com,
ipdocketchicago@mwe.com

TRADEMARK

REEL: 007984 FRAME: 0003

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: 02/24/2023

Total Attachments: 11

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ASSIGNMENT

This Assignment (the “Assignment”), effective as of October 30, 2022 (the “Effective Date”), is entered into by and between Zillow, LLC, a Washington Limited Liability Company (“Assignor”), and Push Sub I, 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 “Zillow Intellectual Property”);

WHEREAS, Assignor desires to make a distribution to Assignee as its sole member, consisting of the Zillow 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 Zillow Intellectual Property to Assignee, and Assignee desires to acquire the Zillow 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 Zillow 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 Zillow Intellectual Property, including but not limited to:

- (a) the right to assign or license the Zillow 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 Zillow Intellectual Property;
- (c) all causes of action for any previously occurring infringement, misappropriation, or violation of the Zillow 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 Zillow Intellectual Property; and
- (d) all other rights and interests in and to the Zillow 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 Zillow Intellectual Property in Assignee or which may be necessary to obtain, renew, issue or enforce the Zillow Intellectual Property.
- 3.2 Entire Agreement and Amendment. This Assignment sets forth the entire agreement and understanding between the parties with respect to the Zillow 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.

ZILLOW, LLC

PUSH SUB I, INC.

By: 

By: 

Name: Bradley D. Owens

Name: Bradley D. Owens

Its: Secretary

Its: President and Chief Executive Officer

Schedule A

Zillow Intellectual Property

Zillow 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 Zillow 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

See attached.

Registered Patents


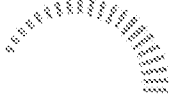


See attached.




Registered Internet Domain Names



See attached.








Schedule A


Registered Marks


Trademark	U.S. Registration No.	Registration Date
	5385182	1/23/2018
3D HOME	5450483	4/17/2018
BETTER TOGETHER	4989175	6/28/2016
BRIDGE INTERACTIVE	5218534	6/06/2017
BRIDGE INTERACTIVE LOGO 	5468446	5/15/2018
BUILDER INFORM	5326238	10/31/2017
BUILDING EXPERTS	5093200	11/29/2016
DOTLOOP	4603892	9/16/2014
DOTLOOP LOGO 	4659746	12/23/2014
DOTLOOP LOGO 	4659745	12/23/2014
DOTLOOP	5448673	4/17/2018
FIND YOUR WAY HOME	4969352	5/31/2016
GREAT PEOPLE DON'T WORK ALONE	4965196	5/24/2016

Trademark	U.S. Registration No.	Registration Date
HOTPADS	4372661	7/23/2013
HOTPADS.COM LOGO 	3129407	8/15/2006
HREO	5339124	11/21/2017
INNOVATION COMES HOME	5329849	11/07/2017
INSTANT OFFERS	5494178	6/12/2018
JUSTLISTED	3113223	7/04/2006
LOOP IT	5386700	1/23/2018
MAKE ME MOVE	3419041	4/29/2008
MAKE ME MOVE	3409808	4/08/2008
MARKSMAN	4383576	8/13/2013
MORTECH	4379555	8/06/2013
MORTECH LOGO 	4383575	8/13/2013
NAKED APARTMENTS	4390859	8/27/2013
NEIGHBORHOOD EXPERTS	5093201	11/29/2016
O E 	6048070	5/05/2020
O.R.EX.	5473068	5/22/2018
ONE BLOCK OVER	5545568	8/21/2018
OUT EAST	5978644	2/04/2020
OUT EAST	5445154	4/10/2018

Trademark	U.S. Registration No.	Registration Date
OUT EAST	6034197	4/14/2020
P & HOUSE LOGO 	4988126	6/28/2016
PEOPLEWORK	4625614	10/21/2014
PEOPLEWORK, NOT PAPERWORK	4539410	5/27/2014
PREMIER AGENT	4662344	12/30/2014
PREMIER AGENT	4996554	7/12/2016
PREMIER BROKER	5425360	3/13/2018
REALESTATE.COM 	5329777	11/07/2017
RENTAL INFORM	5435247	3/27/2018
SHOWINGS ON DEMAND	5106818	12/20/2016
STREETEASY	3476680	7/29/2008
STREETEASY	4982937	6/21/2016
THE HOUSE IS ONLY HALF OF IT	5644072	1/01/2019
TRULIA	3210548	2/20/2007
TRULIA	3197657	1/09/2007
TRULIA	3204655	1/30/2007
TRULIA	4241967	11/13/2012
TRULIA LOGO	4433361	11/12/2013

Trademark	U.S. Registration No.	Registration Date
		
UNLOCK	6901565	11/15/2022
WHATEVER HOME MEANS TO YOU, WE'LL HELP YOU FIND IT	5257217	8/01/2017
Z & Design 	3607638	4/14/2009
Z & Design 	3607637	4/14/2009
Z & Design 	3455337	6/24/2008
Z & Design 	3420126	4/29/2008
Z & Design 	4662545	12/30/2014
Z & Design 	6165127	9/29/2020
ZESTIMATE	3320467	10/23/2007
ZILLOW	3175031	11/21/2006

Trademark	U.S. Registration No.	Registration Date
ZILLOW	3493872	8/26/2008
ZILLOW	3150074	9/26/2006
ZILLOW	3332886	11/06/2007
ZILLOW	3565882	1/20/2009
ZILLOW	3437691	5/27/2008
ZILLOW	3437690	5/27/2008
ZILLOW	4201269	9/04/2012
ZILLOW	4812774	9/15/2015
ZILLOW	5938336	12/17/2019
ZILLOW	6048675	5/05/2020
ZILLOW	6035311	4/14/2020
ZILLOW INSTANT OFFERS	5553175	9/04/2018
ZILLOW OFFERS	6048676	5/05/2020
ZILLOW PRIZE	5329847	11/07/2017
ZILLOW PRIZE INNOVATION COMES HOME 	5329848	11/07/2017
ZILLOW RENTALS	6960383	1/24/2023
TAKE THE HASSLE OUT OF YOUR HUSTLE	6306854	3/30/2021
MARKETSTATS	5106858	12/20/2016
OFFERMANAGER	6268678	2/09/2021
SECURE ACCESS	5952081	12/31/2019
SHOWING BEACON	6160080	9/22/2020

Trademark	U.S. Registration No.	Registration Date
SHOWING INDEX	5326241	10/31/2017
SHOWING SUITE	3903061	1/11/2011
SHOWINGCART	4469824	1/21/2014
SHOWINGSYNC	3592514	3/17/2009
SHOWINGTIME 	5227390	6/20/2017
SHOWINGTIME	3132872	8/22/2006

Pending Applications

Trademark	U.S. Application No.	Filing Date
RENT CONNECT	97056500	10/01/2021

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