

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/07/2022

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UpNest, Inc.		05/22/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Move Sales, Inc.
<b>Street Address:</b>	30700 Russell Ranch Rd.
<b>City:</b>	Westlake Village
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91362
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Serial Number:</b>	86169704	UPNEST
<b>Serial Number:</b>	85859448	WHEN AGENTS COMPETE, YOU WIN

## CORRESPONDENCE DATA

Fax Number:

*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: 6022350500  
 Email: trademarks@hartmantitus.com  
 Correspondent Name: Bradley P. Hartman  
 Address Line 1: c/o Hartman Titus PLC  
 Address Line 2: 2 N. Central Ave, Ste 1800  
 Address Line 4: Phoenix, ARIZONA 85004-2139

<b>NAME OF SUBMITTER:</b>	Bradley P. Hartman
<b>SIGNATURE:</b>	/bradley p hartman/
<b>DATE SIGNED:</b>	05/23/2023

## Total Attachments: 4

source=2023-05-22 Signed UpNest Trademark Assignment Agreement#page1.tif  
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 source=2023-05-22 Signed UpNest Trademark Assignment Agreement#page3.tif

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), effective as of June 7, 2022 (the "**Effective Date**"), is by and between **UpNest, Inc.**, a Delaware corporation ("**Assignor**") and **Move Sales, Inc.**, a Delaware corporation ("**Assignee**").

WHEREAS, as of the Effective Date Assignor was the equitable owner and record owner of various trademarks and service marks used in connection with Assignor's business, including the marks shown on Exhibit A hereto (the "**Trademarks**"); and

WHEREAS, Assignee was acquired by Assignor on June 7, 2022, pursuant to that certain Agreement and Plan of Merger dated as of May 27, 2022.

NOW, THEREFORE, for \$10 USD and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date, its entire right, title and interest, whether statutory or at common law, in and to the Trademarks, together with goodwill of the business symbolized by the Trademarks throughout the world, and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Trademarks or the acquired assets, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries and jurisdictions, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. As of the Effective Date, all right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Without limitation to the foregoing, Assignor assigns with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Trademarks, and any applications or registrations therefore, in Assignee.

4. Assignor agrees and undertakes that it will not facilitate or assist any other person or entity to: (1) challenge the validity of this Assignment; (2) oppose or otherwise challenge any registrations, renewals, or applications for registration of the Trademarks in the U.S. or any other country in the name of Assignee; (3) challenge Assignee's rights to use, license or otherwise deal with the Trademarks in the U.S. or any other country; or (4) use the Trademarks (or any substantially identical or deceptively similar trademarks) in the U.S. or any other country after the Effective Date of this Assignment, unless Assignor has the express, written authorization of Assignee to do so.

5. Assignor hereby represents and warrants that it has the full right to convey the entire right, title and interest in the Trademarks herein assigned.

6. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

UpNest, Inc.

By: James S. Caulfield  
(signature)

James S. Caulfield, EVP & General Counsel  
(printed name and title)

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of May, 2023, before me personally appeared \_\_\_\_\_, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

My Commission Expires:

By: \_\_\_\_\_  
NOTARY PUBLIC

*See Attached Acknowledgment*

**EXHIBIT A**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Application No./ Filing Date</b>
UPNEST	United States	4,709,361	March 24, 2015	86/169,704 January 20, 2014
WHEN AGENTS COMPETE, YOU WIN	United States	4,467,820	January 14, 2014	85/859,448 February 25, 2013
UPNEST	Canada	TMA1134507	July 28, 2022	1929891 November 13, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On May 22, 2023 before me, Nanci Ann Dawoodjee, Notary Public
personally appeared James S. Caulfield
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nanci Ann Dawoodjee
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assign. Agmt Document Date: 5/22/23
Number of Pages: 2 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name James S. Caulfield
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: