

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Top Producer Systems Company ULC		03/01/2021	Corporation: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Perseus Group Software Corp.
Street Address:	8133 Warden Avenue
Internal Address:	7th Floor
City:	Markham
State/Country:	CANADA
Postal Code:	L6G 1B3
Entity Type:	Corporation: ONTARIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78676611	TOP MARKETER
Serial Number:	77241236	MARKET SNAPSHOT

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: 4108433825
Email: trademarks@csiperseus.com
Correspondent Name: Perseus Group Software Corp.
Address Line 1: 8133 Warden Ave
Address Line 2: 7th Floor
Address Line 4: Markham, CANADA L6G 1B3

DOMESTIC REPRESENTATIVE

Name: Ms. Heather Pruger
Address Line 1: 11350 McCormick Road
Address Line 2: EP 3, Suite 200
Address Line 4: Hunt Valley, MARYLAND 21031

OP \$65.00 78676611

NAME OF SUBMITTER:	Heather Pruger
SIGNATURE:	/Heather Pruger/
DATE SIGNED:	07/31/2023
Total Attachments: 6 source=TP - Exhibit B-1 IP Assignment Agreement (Executed)#page1.tif source=TP - Exhibit B-1 IP Assignment Agreement (Executed)#page2.tif source=TP - Exhibit B-1 IP Assignment Agreement (Executed)#page3.tif source=TP - Exhibit B-1 IP Assignment Agreement (Executed)#page4.tif source=TP - Exhibit B-1 IP Assignment Agreement (Executed)#page5.tif source=TP - Exhibit B-1 IP Assignment Agreement (Executed)#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of March 1, 2021, is entered into by and between Top Producer Systems Company ULC, a corporation organized under the laws of the Province of British Columbia (the “**Canada Seller**”) and Perseus Group Software Corp., a corporation incorporated under the laws of the Province of Ontario (the “**IP Purchaser**”). The Canada Seller and the IP Purchaser may be referred to herein as a “**Party**” or collectively as the “**Parties**.” Initially capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (defined below).

WHEREAS, IP Purchaser, Constellation Web Solutions Inc. (“**CWS**”), Top Producer Software Corp., a corporation incorporated under the laws of the Province of Ontario (the “**Canada Purchaser**”), and Top Producer Software Inc., a corporation incorporated under the laws of the State of Delaware (the “**US Purchaser**,” and together with the IP Purchaser, CWS, and the Canada Purchaser, each a “**Purchaser**” and collectively, the “**Purchaser Group**”), and Canada Seller, Move Sales, Inc., a corporation incorporated under the laws of the State of Delaware (the “**US Seller**,” and together with the Canada Seller, each a “**Seller**” and collectively, the “**Sellers**”), and Move, Inc., a corporation organized under the laws of the State of Delaware (the “**Shareholder**,” and together with the Sellers, the “**Seller Group**”) have entered to an Asset Purchase Agreement on the date even herewith (the “**Purchase Agreement**”).

WHEREAS, the Purchase Agreement provides for, among other things, the sale, transfer, assignment, conveyance and delivery to Purchaser Group of Purchased Assets described in Section 2.1 of the Purchase Agreement, which specifically include the software, logos, domain names and trademarks listed on Exhibit A to this Agreement (such listed Purchased Assets the “**IP Assets**”) for the consideration and on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the parties desire to carry out the foregoing and the intent and purpose of the Purchase Agreement by the execution and delivery of this Agreement evidencing the vesting in IP Purchaser of all right, title and interest in and to the IP Assets;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Canada Seller and the IP Purchaser agree as follows:

The Canada Seller hereby sells, transfers, assigns, conveys and delivers to IP Purchaser, its successors and assigns, all of the Canada Seller’s right, title and interest in and to the IP Assets, together with the goodwill associated therewith, all in the manner described in the Purchase Agreement.

The Canada Seller hereby constitutes and appoints the IP Purchaser, its successors and assigns, with full power of substitution, in such Canada Seller’s name and stead, but on behalf and for the benefit of IP Purchaser, its successors and assigns, to demand and receive any and all of the IP Assets and to give receipts and releases for and in respect of the same and any part thereof.

The IP Purchaser hereby accepts the assignment of the IP Assets as consideration of the Purchase Price.

Subject to the terms and provisions of the Purchase Agreement, the Canada Seller hereby covenants that it shall do, execute and deliver, at IP Purchaser's sole cost and expense, any and all such further acts and instruments that IP Purchaser may reasonably request in order to effectuate the Canada Seller's sale, transfer, assignment, conveyance and delivery of the IP Assets to IP Purchaser and the vesting of title to the IP Assets in IP Purchaser as set forth herein.

The scope, nature and extent of the IP Assets are expressly set forth in the Purchase Agreement. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all counterparts shall constitute but one instrument. Facsimile transmission or Portable Document Format execution and delivery of this Agreement is legal, valid and binding for all purposes.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereunder.

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

IP PURCHASER:

PERSEUS GROUP SOFTWARE CORP.

By: Dexter Salna
Name: Dexter Salna
Title: President

Signature Page to Intellectual Property Assignment Agreement (Canada Seller to IP Purchaser)

**TRADEMARK
REEL: 008149 FRAME: 0485**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

CANADA SELLER:

TOP PRODUCER SYSTEMS COMPANY
ULC

By: David Doctorow

Name: David Doctorow

Title: Chief Executive Officer

**Signature Page to B-1 Intellectual Property Assignment Agreement (Canada Seller
to IP Purchaser)**

**TRADEMARK
REEL: 008149 FRAME: 0486**

Exhibit A**Transferred Software**

1. Top Producer® CRM
2. Market Snapshot® (excluding access to Listhub reporting data (e.g., data re number of property views) and related functionality)
3. Top Producer® Websites

Registered Transferred IP**A. Trademarks**

1. TOP PRODUCER
 - U.S. registration: 1626880 (regis. date: Dec. 11, 1990)
 - Canada. registration: TMA677287 (regis. date: Nov. 17, 2006)
2. TOP PRODUCER (stylized / new - 2019)
 - U.S. registration: 6016811 (regis. date: Mar. 24, 2020)
 - Canada. registration: Appl. No. 1959226 (filed Apr. 25, 2019 / pending exam. + approval)
3. TP (stylized / new - 2019) (logo: encircled “TP”)
 - U.S. registration: 5936096 (regis. date: Dec. 17, 2019)
 - Canada. Registration: Appl. No. 1959231 (filed Apr. 25, 2019 / pending exam and approval)
4. MARKET SNAPSHOT
 - U.S. registration: 3727035 (regis. date: Dec. 22, 2009)
5. TOP MARKETER
 - U.S. registration: 3336341 (regis. date: Nov. 13, 2007)

B. Domains / URLs

The following domains, including all subdomains and directories thereof, and URLs:

Domain	Registered Owner
1. Tpcrm.com	Canada Seller
2. Tpcampus.com	Canada Seller
3. Topproduceridx.com	Canada Seller
4. Andrewpetch.com	Canada Seller
5. Keithhockin.net	Canada Seller
6. Kellyagent-demo.com	Canada Seller
7. Kellylange.net	Canada Seller
8. Marketsnapshotsample.com	Canada Seller
9. Mls-request.com	Canada Seller
10. Successlinks.org	Canada Seller
11. Terryagent-demo.com	Canada Seller

12. Tmksamples.com	Canada Seller
13. Topproducer.org	Canada Seller
14. Topproducer8i.com	Canada Seller
15. Topproducermobile.com	Canada Seller
16. Tpsample.com	Canada Seller
17. Tpsamples.com	Canada Seller
18. Twspages.com	Canada Seller
19. Twsrequest.com	Canada Seller
20. Twsrequests.com	Canada Seller
21. Twsresearch.com	Canada Seller
22. Twssample.com	Canada Seller
23. Twssamples.com	Canada Seller
24. twstest.com	Canada Seller

C. Copyrights

None of the Transferred Software has been registered for copyright protection except for Top Producer® CRM, which has been registered as follows:

1. US copyright registration, no. TX0003961036, registered by Top Producer Systems, Inc. in 1994 under the title, TOP PRODUCER FOR WINDOWS 5.1; and
2. Canada copyright registration, no. 441315, registered by Top Producer Systems Inc. in 1995 under the title, TOP PRODUCER FOR WINDOWS 5.1.
- 3.

Other Transferred IP

Each of the following items owned by Canada Seller:

1. Collateral relating to the Transferred Software.
2. To the extent transferrable, the following social media accounts for Top Producer and Five Street: Facebook, Twitter, LinkedIn, Instagram, YouTube.
3. Phone numbers referenced on Section 3.1(h)(ii) of Schedule B to the Purchase Agreement.