

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834938

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900792732		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keller Mortgage, LLC		08/07/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Mutual of Omaha Mortgage		
Street Address:	3131 Camino Del Rio North		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6390859		
Registration Number:	5985576	KM	
Registration Number:	5641981	KELLERMORTGAGE	
Registration Number:	5361814	KELLER MORTGAGE	
Registration Number:	5356927	KELLER MORTGAGE	
CORRESPONDENCE DATA			
Fax Number:	5124826859		
<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:	512-482-6800		
Email:	atxtrademarks@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Suite 650		
Address Line 4:	Austin, TEXAS 78746		
ATTORNEY DOCKET NUMBER:	2600849.00001		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart N. Mesher/		
DATE SIGNED:	08/28/2023		

Total Attachments: 6

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Notice of Non-Recordation of an Assignment Document

Document ID: 900792732

Access Code: DYP5ROXPKDPD9GA

The enclosed trademark assignment was made and entered into as of the Purchase Agreement Date, August 7, 2023, by and among Keller Mortgage, LLC, an Ohio limited liability company ("Seller"), and Mutual of Omaha Mortgage, a Delaware Corporation ("Buyer").

SELLER:

KELLER MORTGAGE, LLC

Signed By:

Name:


Nisa Howard

Title:

General Counsel

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of the date of the Purchase Agreement defined below, by and among Keller Mortgage, LLC, an Ohio limited liability company (“**Seller**”), and Mutual of Omaha Mortgage, a Delaware Corporation (“**Buyer**”). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Asset Purchase Agreement dated as of the date hereof by and among Seller and Buyer (the “**Purchase Agreement**”).

WHEREAS, Seller Parties represent that they own all rights, title and interest in, to, and under the trademarks and trademark applications listed in Exhibit A (the “**Trademarks**”), together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Seller Parties have agreed to assign to Buyer all rights, title and interest in, to, and under the Trademarks; and

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller Parties and Buyer have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Purchase Agreement, Seller Parties and Buyer hereby agree as follows:

1. Assignment. Seller Parties hereby irrevocably sell, assign, convey, transfer and deliver unto Buyer, and Buyer hereby accepts from Seller Parties, Seller Parties’ entire right, title and interest at Closing in, to and under the Trademarks, including, without limitation, all statutory and common law rights therein, together with the goodwill of the business symbolized by and associated with the Trademarks, all rights in and to all monetary benefits, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all claims, causes of action (whether in law or in equity) with respect thereto, and the right and standing to sue for, counterclaim and recover damages or other remedies for any past, present or future misappropriation, violation, infringement of the Trademarks or improper activities regarding the Trademarks, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller Parties had this Assignment not been made. For avoidance of doubt, this assignment includes but is not limited to all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other state or foreign governmental agencies, including national trademark offices.

2. Further Assurances; Appointment. From time to time, at the reasonable request of Buyer, Seller Parties shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment, without further consideration. Additionally, each Seller Party hereby appoints Buyer as such Seller Party’s true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in such Seller Party’s name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and

assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Seller Parties' favor from the respective date of first creation of any of the Trademarks to the date of this Assignment. The foregoing power is coupled with an interest and as such is irrevocable.

3. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment will be construed as a waiver of or limitation upon any of the rights or remedies of Buyer as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by Seller Parties pursuant to the Purchase Agreement. This Assignment is not intended to create any broader obligations of Seller Parties or Buyer than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by the terms of a written instrument signed by Seller Parties and Buyer.

4. Headings. The headings contained in this Assignment are included for purposes of convenience only and do not affect the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

6. Severability. The provisions of this Assignment shall be deemed severable with respect to each clause and Trademark (each a "Provision"), and the invalidity or unenforceability of any Provision shall not affect the validity or enforceability of the other Provisions hereof. If any Provision is found by a court or other governmental authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment and all other Provisions shall remain valid, enforceable, and of full force and effect.

7. Counterparts; Electronic Signatures. This Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature pages follow.]

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

BUYER:

MUTUAL OF OMAHA MORTGAGE

DocuSigned by:

Mark Carroll

By: _____


Name: Mark Carroll

Title: VP - Senior Legal Counsel

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

SELLER:

KELLER MORTGAGE, LLC

By:  _____
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Name: Nisa Howard

Title: General Counsel

EXHIBIT A**Trademarks**

Reference #	Mark	Clas	Application #	File Date	Registration #	Reg Date	Status
2600849.21000	Tree Design Only (Color)	US	88/924,833	05/20/2020	6,390,859	06/15/2021	REGISTERED
2600849.21001	Tree Design Only (Color)	CA	2029300	05/20/2020	TMA1160027	01/11/2023	REGISTERED
2600849.21200	KM (Stylized)	US	88/174,973	10/30/2018	5,985,576	02/11/2020	REGISTERED
2600849.21300	KELLERMORTGAGE (Stylized) (Color)	US	87/902,148	05/01/2018	5,641,981	01/01/2019	REGISTERED
2600849.21400	KELLER MORTGAGE (Stylized)	US	87/542,066	07/25/2017	5,361,814	12/19/2017	REGISTERED
2600849.21500	KELLER MORTGAGE	US	87/535,608	07/20/2017	5,356,927	12/12/2017	REGISTERED
2600849.21501	KELLER MORTGAGE [trade name]	L1	68-6260		68-6260	07/20/2017	REGISTERED
2600849.21502	KELLER MORTGAGE [trade name]	N1	10246065	07/11/2017	10246065	07/11/2017	REGISTERED
2600849.21503	KELLER MORTGAGE [trade name]	W4			201700760549	07/06/2017	REGISTERED
2600849.21505	KELLER MORTGAGE [trade name]	N8	0000267453	03/17/2017	0000267453	03/17/2017	REGISTERED
2600849.21506	KELLER MORTGAGE [trade name]	W3			20170000566	02/22/2017	REGISTERED
2600849.21700	SMARTER MORTGAGES [trade name]	L1	68-6259	07/20/2017	68-6259	07/20/2017	REGISTERED
2600849.21701	SMARTER MORTGAGES [trade name]	N1	10246066	07/11/2017	10246066	07/11/2017	REGISTERED
2600849.21702	SMARTER MORTGAGES [trade name]	W4			201700760548	07/06/2017	REGISTERED
2600849.21703	SMARTER MORTGAGES [trade name]	A3	566444	03/04/2013	566444	03/04/2013	REGISTERED
2600849.21704	SMARTER MORTGAGES [trade name]	W3			20131440264	08/08/2012	REGISTERED