

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTour Home Tours, LLC		08/31/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Metrostudy, Inc.		
Street Address:	4000 MacArthur Blvd., Suite 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6757679	UTOUR SELF-GUIDED HOME TOURS	
Registration Number:	6751237	UTOUR	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	42640-00011		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	09/05/2023		
Total Attachments: 6			
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TRADEMARK

REEL: 008188 FRAME: 0416

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of August 31, 2023, by and among Metrostudy, Inc., a Delaware corporation (“**Assignee**”) and UTour Home Tours, LLC, a Maryland limited liability company (“**Assignor**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Assignor and Thomas Nelson have entered into the Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase, all right, title, and interest, direct or indirect, in and to substantially all of Assignor’s assets used in connection with or otherwise related to the Business (other than the Excluded Assets), on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, in connection with transactions contemplated by the Purchase Agreement, Assignor shall sell, assign, transfer, convey and deliver to Assignee all right, title and interest, direct or indirect, in and to the trademarks and trademark applications (in each case, together with all goodwill associated therewith and symbolized thereby), copyrights and copyright applications and domain names set forth on **Attachment A** attached hereto (the “**Assigned IP**”).

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest, direct or indirect, in and to the Assigned IP, and Assignor wishes to sell, assign, transfer, convey and deliver such right, title and interest, direct or indirect, in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. **Transfer of Assigned IP.** Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts: (a) all of Assignor’s right, title and interest, direct or indirect, in and to the Assigned IP (in each case, together with all goodwill associated therewith and symbolized thereby), (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.
2. **Proxy Service and Electronic Transfer for Domain Names.** Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the assigned domain names on Assignor’s behalf to authorize or request, the applicable registration authority to transfer the assigned domain names from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation

to the assigned domain names electronically from Assignor's account to Assignee's account and servers.

3. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, promptly after the reasonable request of the other party hereto, such further instruments of assignment and assumption and to take such other action as such other party may reasonably request to more effectively consummate the assignment and assumption contemplated by this Agreement. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Agreement upon request by Assignee. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government authority to record and register this Agreement upon request by Assignee.
4. Conflicts. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations of the parties contained in the Purchase Agreement or the survival thereof.
5. Counterparts. This Agreement may be executed in one (1) or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
6. Specific Performance. Each of the parties acknowledges and agrees that the other parties would be irreparably harmed in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert the defense that a remedy at law would be adequate.
7. Governing Law; Consent to Jurisdiction and Service of Process. This Agreement and all claims arising from and relating to this Agreement or in connection herewith, or the transactions contemplated by the Purchase Agreement or any ancillary agreement thereto, shall be governed by and interpreted and enforced in accordance with the Laws of the State of Maryland, without regard to the conflicts of Laws rules thereof. All judicial proceedings brought against the parties arising out of or relating to this Agreement, any obligations hereunder, or the transactions contemplated by the Purchase Agreement or any ancillary agreement thereto, shall be brought in any state or federal court of competent jurisdiction in the state of Maryland. By executing and delivering this Agreement, the parties irrevocably (i) accept generally and unconditionally the exclusive jurisdiction and venue of such courts, (ii) waive any objections which such party may now or

hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement, any obligations hereunder, or the transactions contemplated by the Purchase Agreement or any ancillary agreement thereto, brought in the courts referred to in clause (i) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum, (iii) agree that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 6.4 of the Purchase Agreement, and (iv) agree that service as provided in clause (iii) above is sufficient to confer personal jurisdiction over such party in such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

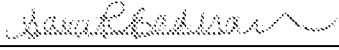
8. WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OBLIGATIONS HEREUNDER, OR THE TRANSACTIONS CONTEMPLATED IN CONNECTION WITH THE PURCHASE AGREEMENT OR ANY ANCILLARY AGREEMENT THERETO.
9. Entire Agreement. This Agreement, the Purchase Agreement, and each additional agreement and document referred to herein and therein constitute the entire agreement of the parties, superseding and extinguishing all prior agreements and understandings, representations and warranties, relating to the subject matter hereof.
10. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
11. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties hereto will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

[The remainder of this page is intentionally left blank.]

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

ASSIGNEE:

METROSTUDY, INC.

By: 

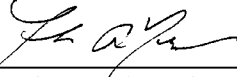
Name: Sara Parker Badham

Title: Vice President and Assistant Secretary

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

ASSIGNOR:

UTOUR HOME TOURS, LLC

By: 
Name: Thomas A. Nelson
Title: CEO

Attachment A

Patents and Patent Applications

None

Trademark Registrations and Applications

#	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status	Liens / Notes
1.	USA	UTOUR SELF-GUIDED HOME TOURS	90732118	5/25/2021	6757679	6/14/2022	42	UTour Home Tours LLC	Registered	Maint. due 6/14/2028
2.	USA	UTOUR & Design Uteour	90732131	5/25/2021	6751237	6/7/2022	42	UTour Home Tours LLC	Registered	Maint. due 6/7/2028

Copyright Registrations

None

Domain Names

www.utourhomes.com

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REEL: 008188 FRAME: 0422

RECORDED: 09/05/2023