

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847438

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900803965
SEQUENCE:	1234

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Black Knight IP Holding Company LLC		09/14/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Black Knight Origination Technologies LLC
Street Address:	11350 McCormick Road,
Internal Address:	Executive Plaza 3, Suite 200
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6169900	AIVA
Registration Number:	4827084	CLOSING INSIGHT
Registration Number:	3060536	EMPOWER
Registration Number:	2852940	LENDINGSPACE
Registration Number:	4668222	QUALITY INSIGHT
Serial Number:	76273305	REALEC

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: 4108433896
 Email: trademarks@csiperseus.com
 Correspondent Name: Heather Pruger
 Address Line 1: 11350 McCormick Road,
 Address Line 2: Executive Plaza 3, Suite 200
 Address Line 4: Hunt Valley, MARYLAND 21031

NAME OF SUBMITTER:	Heather Pruger
SIGNATURE:	/Heather Pruger/
DATE SIGNED:	10/20/2023
Total Attachments: 4 source=Trademark Assignment Agreement (Execution Version)#page1.tif source=Trademark Assignment Agreement (Execution Version)#page2.tif source=Trademark Assignment Agreement (Execution Version)#page3.tif source=Trademark Assignment Agreement (Execution Version)#page4.tif	

Trademark Assignment Agreement

This Trademark Assignment Agreement, dated as of September 14, 2023 (this “Agreement”), is by and between Black Knight IP Holding Company, LLC, a Delaware limited liability company (the “Assignor”), and Black Knight Origination Technologies, LLC, a Delaware limited liability company (the “Assignee”) (each, a “Party”, and collectively, the “Parties”).

WHEREAS, Black Knight Technologies, LLC (“BKT”) has entered into that certain Master Reorganization Agreement (together with all exhibits, annexes and schedules thereto and as amended, modified or supplemented from time to time), dated as of September 14, 2023, by and among Assignee, Assignor, BKT and the other parties thereto, pursuant to which, among other things, BKT and Assignor contributed, assigned, transferred, conveyed and delivered to Assignee the entire right, title and interest of BKT and Assignor in and to each of the Trademarks (as defined below).

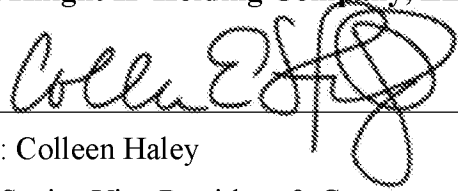
NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor here assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, any and all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule I to this Agreement (the “Trademarks”), together with the goodwill associated exclusively therewith, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other misuse or violation thereof or conflict therewith.
2. Authorization. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer or relevant governmental authority to record this Agreement.
3. Further Assurances. Assignor agrees to execute, upon the request and at the sole expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
5. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form or by DocuSign) in two or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Black Knight IP Holding Company, LLC

By:  _____

Name: Colleen Haley

Title: Senior Vice President & Corporate Secretary

[Signature page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 008233 FRAME: 0892**

Black Knight Origination Technologies, LLC

By: 

Name: Colleen Haley

Title: Authorized Person

Schedule I

Owner	Mark	Country	Application No.	Registration No.	Registration Date
Black Knight IP Holding Company, LLC	AIVA	US	88/003,937	6169900	2020-10-06
Black Knight IP Holding Company, LLC	CLOSING INSIGHT	US	86/554,528	4827084	2015-10-06
Black Knight IP Holding Company, LLC	EMPOWER	US	75/374,804	3060536	2006-02-21
Black Knight IP Holding Company, LLC	LENDINGSPACE	US	76/505,511	2852940	2004-06-15
Black Knight IP Holding Company, LLC	QUALITY INSIGHT	US	85/922,337	4668222	2015-01-06
Black Knight IP Holding Company, LLC	REALEC	US	76/273,305	2684817	2003-03-11