

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Move Sales, Inc.		12/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NewPoint Franchisor, LLC		
Street Address:	1120 S. Capital of Texas Hwy		
Internal Address:	Suite3-150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2743516	HOMESANDLAND.COM	
Registration Number:	1256835	HOMES & LAND	
Registration Number:	4440887	HOMES AND LAND	
Registration Number:	4440886	HOMES AND LAND	
Registration Number:	4440884	HOMES AND LAND	
Registration Number:	5943366	HOMES & LAND	
Registration Number:	5943364	HOMES & LAND	
Registration Number:	1959590	HOME GUIDE	
Registration Number:	6354946	KEEP THE SPOTLIGHT ON YOU AND YOUR LISTI	
Registration Number:	3416932	HOMES & LAND	
Registration Number:	2301653	ESTATES & HOMES	
Registration Number:	3260724	A RENTAL GUIDE APARTMENTS	
Registration Number:	3255821	A APARTMENT RENTAL GUIDE	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<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:	512-457-8000		

OP \$340.00 2743516

Email: ssterling@dbcllp.com
Correspondent Name: DuBois, Bryant & Campbell, LLP
Address Line 1: 303 Colorado Street
Address Line 2: Suite 2300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 8736-3

NAME OF SUBMITTER: Stephanie R. Sterling

SIGNATURE: /Stephanie R. Sterling/

DATE SIGNED: 10/24/2023

Total Attachments: 6

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Schedule 1
TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), dated to be effective as of December 22, 2022, is made by and between Move Sales, Inc., a Delaware corporation (“*Assignor*”), NewPoint Franchisor, LLC, a Delaware limited liability company (“*Assignee*”). Assignor and Assignee are collectively referred to herein as the “*Parties*” and individually referred to herein as a “*Party*.”

WHEREAS, Assignee and NewPoint Media Group, LLC, a Delaware limited liability company (“*NPMG*” and, together with Assignee, the “*NewPoint Parties*”), on one hand, and Assignor, on the other hand, entered into the Asset Purchase Agreement, dated as of December 22, 2022 (the “*Purchase Agreement*”), wherein Assignor transferred to Assignee all of Seller’s right, title and interest in and to the Marks set forth on Schedule A attached hereto (including all common law rights and applications and registrations for the foregoing, and the right to claim priority to the same and all renewals thereof), together with all goodwill of the business associated therewith and symbolized thereby (the “*Assigned Trademarks*”);

WHEREAS, Assignor now agrees to assign to Assignee the entirety of Assignor’s right, title, and interest in, to, and under the Assigned Trademarks; and

WHEREAS, Assignee now agrees to accept the entirety of Assignor’s right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned Trademarks. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept all of such Assignor’s right, title and interest in and to:
 - (a) the Assigned Trademarks, together with the goodwill associated therewith, and all issuances, extensions, renewals, reissues, reexaminations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations thereof;
 - (b) all rights to royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks;
 - (c) all related rights of priority and protection of interests of any of the foregoing; and
 - (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall execute and deliver such further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors and assigns in accordance with the foregoing.

3. Moral Rights. Any assignment of copyright under this Assignment includes all rights of paternity, attribution, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as droit moral or “moral rights” (collectively, “**Moral Rights**”). To the extent Moral Rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, Assignor hereby waives all Moral Rights with respect to all copyrights and copyrightable works included in the Assigned Trademark rights, and all uses thereof, and consents to any action of Assignee that would violate such Moral Rights in the absence of such waiver or consent.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

5. Entire Agreement. This Assignment contains the entire understanding between the parties as to the subject matter hereof. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of the Parties, but only by an agreement in writing signed by the Party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

6. Successors. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of each of the Parties.

7. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

Signature page follows immediately.

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

ASSIGNEE:

NEWPOINT FRANCHISOR, LLC

DocuSigned by:

Eric Loeffel

By: _____
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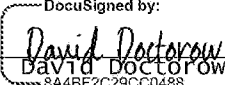
Name: Eric Loeffel

Title: CEO

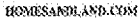
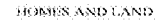

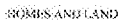
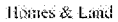


IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.






ASSIGNOR:

MOVE SALES, INC.

By:  _____
Name: David Doctorow
Title: Chief Executive Officer

SCHEDULE A
NPF MARKS

MARK	IMAGE	IP OFFICE	APPLICATION #	REGISTRATION #	OWNERS (CURRENT)
HOMESANDLAND.COM		United States (USPTO)	76241945	2743516	NEWPOINT FRANCHISOR, LLC
HOMES & LAND		United States (USPTO)	73346818	1256835	NEWPOINT FRANCHISOR, LLC
HOMES AND LAND		United States (USPTO)	85566751	4440887	NEWPOINT FRANCHISOR, LLC
HOMES AND LAND		United States (USPTO)	85566717	4440886	NEWPOINT FRANCHISOR, LLC
HOMES AND LAND		United States (USPTO)	85566477	4440884	NEWPOINT FRANCHISOR, LLC
HOMES & LAND		United States (USPTO)	88460648	5943366	NEWPOINT FRANCHISOR, LLC
HOMES & LAND		United States (USPTO)	88460633	5943364	NEWPOINT FRANCHISOR, LLC
HOME GUIDE		United States (USPTO)	74481616	1959590	NEWPOINT FRANCHISOR, LLC
KEEP THE SPOTLIGHT ON		United States	90178936	6354946	NewPoint Franchisor, LLC

YOU AND YOUR LISTINGS		(USPTO)			
HOMES & LAND & Design*		European Union (EUIPO)	582197	582197	NewPoint Franchisor, LLC
HOMES & LAND		United States (USPTO)	77102489	3416932	NewPoint Franchisor, LLC
HOMESANDLAND		Canada (CIPO)	1582783	TMA857613	NewPoint Franchisor, LLC
ESTATES & HOMES		United States (USPTO)	75489162	2301653	NewPoint Franchisor, LLC
A RENTAL GUIDE APARTMENTS & Design		United States (USPTO)	78930994	3260724	NewPoint Franchisor, LLC
A APARTMENT RENTAL GUIDE & Design		United States (USPTO)	78931045	3255821	NewPoint Franchisor, LLC