

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mortgage Connect LP		11/10/2023	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Class Valuation LLC		
Street Address:	2600 Bellingham Drive		
Internal Address:	Suite 100		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5967814	VALUATION CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	11/20/2023		
Total Attachments: 5			
source=Executed - Trademark Assignment#page1.tif			
source=Executed - Trademark Assignment#page2.tif			
source=Executed - Trademark Assignment#page3.tif			
source=Executed - Trademark Assignment#page4.tif			

OP \$40.00 5967814

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of November 10, 2023 by and between Mortgage Connect LP, a Pennsylvania limited partnership ("Assignor"), and Class Valuation LLC, a Michigan limited liability company ("Assignee").

Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee, Valuation Connect, LLC, a Colorado limited liability company ("Seller"), and CV Holdco, LLC, a Delaware limited liability company (the "Parent");

Assignor is the owner of the entire right, title and interest in and to the United States trademark and registration set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

Assignor and Assignee desire that all of Assignor's respective right, title and interest in and to all the Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.
 - a. Assignment. Without any representation or warranty hereunder, Assignor hereby irrevocably and unconditionally assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest of Assignor in and to the Assigned Intellectual Property and the registrations thereof (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Intellectual Property is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and together with all income, royalties and claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.
 - b. Further Assurances. Assignor hereby agrees to execute any necessary and customary forms required by the US Patent and Trademark Office to effect such assignment, and/or any forms which may be reasonably required by Assignee for such purposes.
2. Acceptance. Assignee hereby accepts the foregoing assignment of the Assigned Intellectual Property.

3. Miscellaneous.

- a. Purchase Agreement. This Agreement shall be subject to the terms, conditions and covenants set forth in the Purchase Agreement and, in the event that any provision of this Agreement is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.
- b. Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
- c. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
- e. Counterparts. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

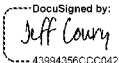
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

MORTGAGE CONNECT LP

By: MC GP, Inc., its general partner

By: 
Name: Jeff Coury
Title: President

ASSIGNEE:

CLASS VALUATION LLC

By:
Name: John Hamameh
Title: Chief Legal and Compliance Officer

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

MORTGAGE CONNECT LP

By: MC GP, Inc., its general partner

By: _____
Name: Jeff Coury
Title: President

ASSIGNEE:

CLASS VALUATION LLC

By: _____
Name: John Hamameh
Title: Chief Legal and Compliance Officer

DocuSigned by:
John Hamameh
CCC06583D8424E6...

Exhibit A
Assigned Intellectual Property

Trademarks:

Mark	Registration	Live/Dead	Jurisdiction
VALUATION CONNECT	5967814	Live	United States