

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spruce Holdings Inc.		09/11/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MFTB Holdco, Inc.		
<b>Street Address:</b>	1301 SECOND AVENUE, FLOOR 36		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6825091	SPRUCE	
<b>Registration Number:</b>	6579961	SPRUCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Colleen Ganin		
<b>Address Line 1:</b>	P.O. BOX 2608		
<b>Address Line 4:</b>	Seattle, UNITED STATES 98111		
<b>ATTORNEY DOCKET NUMBER:</b>	056920-4019.US01		
<b>NAME OF SUBMITTER:</b>	Colleen Ganin		
<b>SIGNATURE:</b>	/Colleen Ganin/		
<b>DATE SIGNED:</b>	12/20/2023		
<b>Total Attachments: 5</b>			
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OP \$65.00 6825091



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is entered into as of September 11, 2023 (the "Closing Date") by and among Spruce Holdings Inc., a Delaware corporation ("Assignor"), Zillow Group, Inc., a Washington corporation ("Parent"), and MFTB Holdco, Inc., a Washington corporation and indirect wholly owned Subsidiary of Parent ("Assignee"). Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Parent entered into that certain Asset Purchase Agreement, dated as of August 4, 2023 (the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of all trademarks and service marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the "Assigned Marks");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee (as a Parent Designee), among other things, all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee is the successor to the ongoing and existing business that pertains to the Assigned Marks, and Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Closing Date. Notwithstanding the foregoing, this Assignment shall not be deemed to constitute an assignment, sale, transfer or conveyance of any Excluded Assets or Excluded Liabilities.

2. Recordation; Transfer, Further Actions.

(a) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

(b) Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Marks, or any foreign or international counterparts or equivalent marks to the Assigned Mark that may exist in any other jurisdiction, to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware.

5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Asset Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Asset Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Asset Purchase Agreement. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

**SPRUCE HOLDINGS INC.**

By: Patrick Burns  
Name: Patrick Burns  
Title: Chief Executive Officer

**ASSIGNEE:**

**MFTB HOLDCO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PARENT:**

**ZILLOW GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Assignment Agreement]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

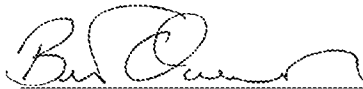
**ASSIGNOR:**

**SPRUCE HOLDINGS INC.**

By: \_\_\_\_\_  
Name: Patrick Burns  
Title: Chief Executive Officer

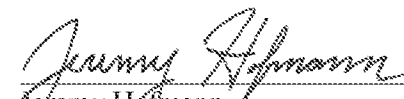
**ASSIGNEE:**

**MFTB HOLDCO, INC.**

By:  \_\_\_\_\_  
Name: Bradley D. Owens  
Title: President and Secretary

**PARENT:**

**ZILLOW GROUP, INC.**

By:  \_\_\_\_\_  
Name: Jeremy Hoffmann  
Title: Chief Financial Officer

*[Signature Page to Trademark Assignment Agreement]*

SCHEDULE A

Assigned Marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
SPRUCE	United States	6,579,961	12/7/2021	Spruce Holdings Inc.
<b>SPRUCE</b>	United States	6,825,091	8/23/2022	Spruce Holdings Inc.

TRADEMARK

REEL: 008295 FRAME: 0318

RECORDED: 12/20/2023