

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENCHANT LLC		12/08/2023	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Zillow, Inc.		
Street Address:	1301 2nd Avenue		
Internal Address:	Floor 36		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4670912	FOLLOW UP BOSS	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Colleen Ganin		
Address Line 1:	P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	056920-4020.US01		
NAME OF SUBMITTER:	Colleen Ganin		
SIGNATURE:	/Colleen Ganin/		
DATE SIGNED:	01/22/2024		
Total Attachments: 9			
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ASSIGNMENT

This Assignment (the “Assignment”), effective as of December 8, 2023 (the “Effective Date”), is entered into among ENCHANT LLC, a Wyoming Limited Liability Company (“Enchant”), Zillow, Inc., a Washington Corporation (“Zillow”), and MFTB Holdco, Inc., a Washington Corporation (“MFTB” and collectively with Enchant and Zillow, the “Parties”).

RECITALS

WHEREAS, Zillow is the sole member of Enchant and MFTB owns 100% of the issued and outstanding common stock of Zillow;

WHEREAS, Enchant owns all right, title and interest in and to the intellectual property identified on Schedule A attached hereto (together the “Enchant Intellectual Property”) and desires to make a distribution to Zillow as its sole member, consisting of the Enchant Intellectual Property (the “First Distribution”);

WHEREAS, in furtherance of the First Distribution, Enchant now desires to assign all of its right, title and interest in and to the Enchant Intellectual Property to Zillow, and Zillow desires to acquire the Enchant Intellectual Property;

WHEREAS, immediately after the First Distribution, Zillow will own all right, title and interest in and to the Enchant Intellectual Property and desires to make a subsequent distribution to MFTB as its sole owner, consisting of the Enchant Intellectual Property (the “Second Distribution”);

WHEREAS, in furtherance of the Second Distribution, Zillow now desires to assign all of its right, title and interest in and to the Enchant Intellectual Property to MFTB, and MFTB desires to acquire the Enchant Intellectual Property.

NOW THEREFORE, in exchange for the mutual promises made herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ZILLOW ASSIGNMENT

With effect as of the time of the Effective Date, Enchant does hereby irrevocably sell, assign, transfer, convey, and deliver all of its right, title, and interest in and to the Enchant Intellectual Property to Zillow for Zillow’s own use and enjoyment and for the use and enjoyment of Zillow’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Zillow if this Assignment had not been made (collectively, the “Zillow Assignment”). The Zillow Assignment includes all right, title, and interest in and to the Enchant Intellectual Property, including but not limited to:

- (a) the right to assign or license the Enchant Intellectual Property;
- (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Enchant Intellectual Property;

(c) all causes of action for any previously occurring infringement, misappropriation, or violation of the Enchant Intellectual Property, the right to sue for past and future damages, and the right to receive and retain the proceeds relating to the infringement, misappropriation, or violation of the Enchant Intellectual Property; and

(d) all other rights and interests in and to the Enchant Intellectual Property, including goodwill.

2. **MFTB ASSIGNMENT**

Immediately after the Zillow Assignment, Zillow does hereby irrevocably sell, assign, transfer, convey, and deliver all of its right, title, and interest in and to the Enchant Intellectual Property to MFTB for MFTB's own use and enjoyment and for the use and enjoyment of MFTB's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by MFTB if this Assignment had not been made (collectively, the "MFTB Assignment"). The MFTB Assignment includes all right, title, and interest in and to the Enchant Intellectual Property, including but not limited to:

(a) the right to assign or license the Enchant Intellectual Property;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Enchant Intellectual Property;

(c) all causes of action for any previously occurring infringement, misappropriation, or violation of the Enchant Intellectual Property, the right to sue for past and future damages, and the right to receive and retain the proceeds relating to the infringement, misappropriation, or violation of the Enchant Intellectual Property; and

(d) all other rights and interests in and to the Enchant Intellectual Property, including goodwill.

3. **REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Assignment.

4. **GENERAL PROVISIONS**

4.1 Further Assurances. The parties agree to execute such further or other documents and assurances and do such other acts as may, from time to time, be required or deemed useful to give effect to the provisions of this Assignment. Such further assurances include, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation and other acts as may be necessary or requested by MFTB to vest full title in and to the Enchant Intellectual Property in MFTB or which may be necessary to obtain, renew, issue or enforce the Enchant Intellectual Property.

- 4.2 Entire Agreement and Amendment. This Assignment sets forth the entire agreement and understanding between the parties with respect to the Enchant Intellectual Property. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 4.3 Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of Washington, without regard to its conflict of law rules, and it shall be binding upon the parties worldwide.
- 4.4 Severability. Any provision of this Assignment which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.
- 4.5 Waiver of Default. A waiver by any party of a breach or violation of any provision of this Assignment will not constitute or be construed as a waiver by that party of any other breach or violation of this Assignment.
- 4.6 Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which when taken together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Date.

ENCHANT LLC

By: 

Name: Bradley D. Owens

Its: Secretary

ZILLOW, INC.

By: 

Name: Bradley D. Owens

Its: Secretary

MFTB HOLDCO, INC.

By: 

Name: Bradley D. Owens

Its: President and Chief Executive Officer

Schedule A

Enchant Intellectual Property

Enchant Intellectual Property includes all of the following that as of the Effective Date of this Assignment is owned by Assignor:

- All works of authorship and other copyrightable subject matter (including, but not limited to software code and other compilations of data), whether published or unpublished, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and rights of ownership of copyrightable works, moral rights, and all rights to register and obtain renewals and extensions of registrations (including, without limitation, those specifically identified on Schedule B);
- All trademarks, service marks, trade dress, logos, slogans, trade names (including social media corporate identifiers), corporate and business names, and Internet domain names, and other source or business identifiers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
- All inventions, invention disclosures, discoveries, updates, adaptations, designs, enhancements, and improvements (whether or not patentable), issued patents, patent applications, design rights, other industrial property rights, and counterparts claiming priority therefrom and all rights to claim priority thereto, and all related continuations, continuations-in-part, divisionals, reissues, renewals, re-examinations, substitutions, and extensions thereof;
- All trade secrets, know-how, confidential information, ideas, formulae, processes, proprietary information, functional or detailed design specifications, technical data, secret or confidential information, information that derives economic value from not being generally known, and any information that would constitute a trade secret as defined in the Uniform Trade Secrets Act;
- All software;
- All other intellectual and industrial property rights (of every kind and nature and however designated), including logos, “rental” rights, and rights to remuneration, whether arising by operation of law, contract, license, or otherwise; and
- Any additional applicable intangible property under U.S. Treasury Regulation Section 1.482-4(b) (whether or not in documentary form and whether or not patentable, copyrightable, or otherwise protectable under applicable laws).

The Enchant Intellectual Property includes, without limitation, all registered intellectual property specifically identified in Schedule B (the “Registered Intellectual Property”).

Schedule B

Registered Intellectual Property

Registered Trademarks

U.S.

Reg.

No.4670912

Registered Internet Domain Names

Domain	Expiration Date	Registrar
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Social Media Accounts

Social Media Platform	Social Media Account
Facebook	https://www.facebook.com/followupboss
Instagram	https://www.instagram.com/followupboss
X	https://www.twitter.com/followupboss
YouTube	https://www.youtube.com/user/FollowUpBoss
LinkedIn	https://www.linkedin.com/company/follow-up-boss/mycompany
TikTok	https://www.tiktok.com/%40followupboss
Instagram	https://www.instagram.com/realestateteamos/
YouTube	https://www.youtube.com/%40realestateteamos
LinkedIn	https://www.linkedin.com/company/real-estate-team-os/
TikTok	https://www.tiktok.com/%40realestateteam

	os
Apple Podcasts	https://podcasts.apple.com/us/podcast/real-estate-team-os/id1707619440?uo=4
Spotify	https://open.spotify.com/show/1CqSGt98A83ad3OcGicMdZ
Google Podcasts	https://podcasts.google.com/feed/aHR0cHM6Ly9mZWVkey50cmFuc2lzdG9yLmZtL3JlYWwtZXN0YXRILXRIYW0tb3M%3D
Amazon Music	https://music.amazon.com/podcasts/649d8a75-41ca-4fd4-a440-654efac467fe/real-estate-team-os?refMarker=null