

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SitusAMC Holdings Corporation		03/22/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	RSQD Acquisition Company LLC		
Street Address:	28625 S. Western Ave.		
Internal Address:	Suite 1003		
City:	Rancho Palos Verdes		
State/Country:	CALIFORNIA		
Postal Code:	90275		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6622328	RSQUARED	
Registration Number:	6622329	RSQUARED	
Registration Number:	6622331	R	
Registration Number:	6622330	RSQUARED CRE	
Registration Number:	6519580	RBUDGET	
Registration Number:	6519578	RDCF	
Registration Number:	6519579	RBUDGET	
Registration Number:	6519576	RDCF	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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:	2127159419		
Email:	KLtrademark@kramerlevin.com,zfields@kramerlevin.com		
Correspondent Name:	Zachary Bloom Fields		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	072115-00017		

CH \$215.00.00 90616408

NAME OF SUBMITTER:	Zachary Fields
SIGNATURE:	Zachary Fields
DATE SIGNED:	03/25/2024
Total Attachments: 4 source=rSquared - Trademark Assignment Agreement (Executed)#page1.tif source=rSquared - Trademark Assignment Agreement (Executed)#page2.tif source=rSquared - Trademark Assignment Agreement (Executed)#page3.tif source=rSquared - Trademark Assignment Agreement (Executed)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of March 22, 2024 (the “Effective Date”) by and between SitusAMC Holdings Corporation, a Delaware corporation (the “Assignor”), and RSQD Acquisition Company LLC, a California limited liability company (the “Assignee”).

WHEREAS, the Assignor is the owner of all rights, title, and interests in and to the trademarks set forth on Schedule A attached hereto (together with the goodwill associated therewith, collectively, the “Trademarks”);

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of Effective Date by and among Raymond Sean Fitzpatrick, The Fitzpatrick Family Trust, dated April 6, 2013, the Assignee, SitusAMC Group Holdings, LP and the Assignor (as may be amended, supplemented, or otherwise modified from time to time, the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor all of the Assignor’s rights, title, and interests in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements, provisions, and covenants contained herein and in the Asset Purchase Agreement, the Assignor and the Assignee agree as follows:

1. **Assignment.** The Assignor hereby assigns to the Assignee all of the Assignor’s rights, title, and interests in and to the Trademarks.

2. **Recording.** This Agreement has been executed and delivered by the Assignor to the Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office or other governing authority, and the parties hereby authorize the United States Patent and Trademark Office or other such governing authority to record this Agreement.

3. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions, and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4. **Counterparts.** This Agreement may be executed in counterparts (delivery of which may be by facsimile or via email in portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts.

5. **Governing Law.** This Agreement, and all matters arising out of or in any way relating to this Agreement, shall in all respects be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to its conflicts of law provisions, and

the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Signature page follows.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed on the Effective Date.

ASSIGNOR:

SITUSAMC HOLDINGS CORPORATION

By: 

Name: Lisa Wallace
Title: Secretary

ASSIGNEE:

RSQD ACQUISITION COMPANY LLC

By: 

Name: Raymond Sean Fitzpatrick
Title: CEO

Schedule A
Trademarks

Mark	Owner	Registration No.	Reg. Date	Serial No.
RSQUARED	SITUSAMC CORPORATION HOLDINGS	6622328	Jan. 18, 2022	90616408
rSquared logo rSquared	SITUSAMC CORPORATION HOLDINGS	6622329	Jan. 18, 2022	90616425
R logo r	SITUSAMC CORPORATION HOLDINGS	6622331	Jan. 18, 2022	90616470
RSQUARED CRE	SITUSAMC CORPORATION HOLDINGS	6622330	Jan. 18, 2022	90616441
RBUDGET logo rBudget	SITUSAMC CORPORATION HOLDINGS	6519580	Oct. 12, 2021	90415635
RDCF logo rDCF	SITUSAMC CORPORATION HOLDINGS	6519578	Oct. 12, 2021	90415625
RBUDGET (wordmark) Class 42 rBUDGET	SITUSAMC CORPORATION HOLDINGS	199/130 90415630	12/26/2020	6519579
RDCF	SITUSAMC CORPORATION HOLDINGS	6519576	Oct. 12, 2021	90415617