

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSS Software Corporation		12/01/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	First American Professional Real Estate Services, Inc.
Street Address:	1 First American Way
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92707
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85362976	TITLEEXPRESS
Serial Number:	85363031	TITLEEXPRESS CLOUD SOLUTION
Serial Number:	77964855	TITLESPIHERE

CORRESPONDENCE DATA

Fax Number: 9497609502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-551-3450
 Email: efilings@knobbe.com
 Correspondent Name: Jonathan A. Hyman
 Address Line 1: 2040 Main Street, 14th Floor
 Address Line 2: Knobbe Martens Olson & Bear LLP
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	FAF1.000GEN
NAME OF SUBMITTER:	Jonathan A. Hyman

OP \$90.00 85362976

Signature:	/jhh/
Date:	12/19/2013
Total Attachments: 8 source=FAF1.000GEN-signTM&DomainNameAssign#page1.tif source=FAF1.000GEN-signTM&DomainNameAssign#page2.tif source=FAF1.000GEN-signTM&DomainNameAssign#page3.tif source=FAF1.000GEN-signTM&DomainNameAssign#page4.tif source=FAF1.000GEN-signTM&DomainNameAssign#page5.tif source=FAF1.000GEN-signTM&DomainNameAssign#page6.tif source=FAF1.000GEN-signTM&DomainNameAssign#page7.tif source=FAF1.000GEN-signTM&DomainNameAssign#page8.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is effective as of December 1, 2013 by and between First American Professional Real Estate Services, Inc., a California corporation ("Assignee"), and TSS Software Corporation, a Maryland Corporation ("Assignor"). Assignee and Assignor are collectively referred to herein as the Parties, and each may be referred to herein as a "Party".

WHEREAS, Assignor is the owner of all right, title and interest in and to (i) the trademarks and the registrations and applications as listed on the attached Schedule A along with all common law and other rights pertaining thereto (collectively, the "Trademarks"), and the goodwill of the business symbolized by the Trademarks and attaching thereto, as well as (ii) the domain names listed on attached Schedule A and all registrations thereof (collectively, the "Domain Names") (the Trademarks and Domain Names, collectively being referred to as the "Assigned Assets"); and

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Assigned Assets to Assignee; and

WHEREAS, Assignee agrees to accept the entirety of Assignor's right, title and interest in and to the Assigned Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys, effective as of the date hereof, to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Assigned Assets, together with the goodwill of the business (or portion thereof to which they pertain) symbolized thereby, including without limitation: (i) the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong concerning any of the Assigned Assets, or any license, agreement, contract or other matter relating thereto; (ii) all rights, priorities and privileges of Assignor provided under the laws of the United States, or any multinational or other law, compact, treaty, protocol, convention, rule or organization, with respect to any and all of the Assigned Assets; and (iii) any and all rights to obtain renewals or other legal protections pertaining to the Assigned Assets.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions or organizations in or with which any of the Assigned Assets is registered or in which any of the applications included among the Trademarks is pending, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Assigned Assets, together with all goodwill of the business associated with and symbolized thereby, and to issue the Certificate of Registration resulting from any application included among the Trademarks or renewal or other maintenance of any existing registration of any of the

Assigned Assets to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record this Assignment as soon as is practicable after the date of this Assignment (i) with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions or organizations in or with which any of the Assigned Assets is or may be registered or in which any application for registration of any of the Trademarks is pending, under the relevant laws of the United States and other jurisdictions set forth in Schedule A, or (ii) under the rules of each organization under the auspices of which any of the Domain Names is registered. Any fees or costs associated with recording this Assignment or other required documents with the United States Patent and Trademark Office or any other appropriate agency or office, in any jurisdiction, shall be paid by Assignee.

4. Assignor and Assignee agree that the assignment of each item in Schedule A shall be construed as separable and divisible from the assignment of every other item, and that the unenforceability or invalidity of this Assignment with respect to any one item shall not limit its enforceability or validity, in whole or in part, with respect to any other item.

5. (a) Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties named herein and their respective successors, permitted assigns, heirs, executors, administrators and agents.

(b) Governing Law and Jurisdiction. Except where federal law applies, this Assignment shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

(c) Provisions of the Asset Purchase Agreement. This Assignment is executed pursuant to the Asset Purchase Agreement, dated as of November 29, 2013 among Assignor, Assignee, and the other parties thereto (the "Asset Purchase Agreement") and is entitled to the benefits and subject to the provisions of the Asset Purchase Agreement (including the representations, warranties and covenants contained therein) and shall be binding upon and inure to the benefit of the parties thereto and hereto and their respective successors and assignees. If there is a conflict, or in the event of any ambiguity between the terms of this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

(d) Incorporation of Schedule. Schedule A attached to this Assignment is incorporated herein by reference and made a part hereof.

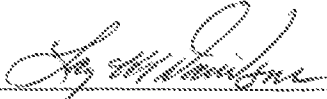
(e) Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.

(f) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute a single agreement, binding upon all the Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Trademark and Domain Name Assignment as of the date first set forth above.

FIRST AMERICAN PROFESSIONAL REAL
ESTATE SERVICES, INC.

By: 

Print name: Larry M. Davidson

Title: Chief Executive Officer, President

FIRST AMERICAN PROFESSIONAL REAL
ESTATE SERVICES, INC.

By: _____

Print name: Charles Patrick Schultz

Title: Chief Operating Officer

TSS SOFTWARE CORPORATION

By: _____

Print name: _____

Title: _____

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Title: Chief Operating Officer

TSS SOFTWARE CORPORATION

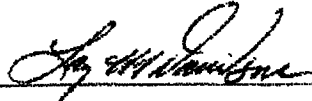
By: _____

Print name: _____

Title: _____

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FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC.

By: 

Print name: Larry M Davidson

Title: Chief Executive Officer, President


FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC.

By: _____

Print name: Charles Patrick Schultz

Title: Chief Operating Officer

TSS SOFTWARE CORPORATION

By: 

Print name: ROBERT D. MILLER

Title: CEO

SCHEDULE A

Assigned Assets

1) Trademarks and Trademark Applications

Application Serial No.	Registration No.	Filing Date	Registration Date	Mark
Registered Trademarks				
85362976	4,098,973	July 5, 2011	February 14, 2012	TITLEEXPRESS
85363031	4,128,232	July 5, 2011	April 17, 2012	TITLEEXPRESS CLOUD SOLUTION
77964855	3,952,263	March 22, 2010	April 26, 2011	TITLESHERE

2) Domain Name Registrations

Name	Registrar	Expiration Date
ABSTRACTEXPRESS.NET	GoDaddy.com, LLC	January 19, 2016
CAREERSTSS.COM	GoDaddy.com, LLC	February 8, 2015
CFPB911.COM	GoDaddy.com, LLC	April 18, 2014
CFPB911.NET	GoDaddy.com, LLC	April 18, 2014
CFPBDISCLOSURE.COM	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSURE.INFO	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSURE.NET	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSURE.ORG	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSUREFORM.COM	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSUREFORM.INFO	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSUREFORM.NET	GoDaddy.com, LLC	September 14, 2014
CFPBDISCLOSUREFORM.ORG	GoDaddy.com, LLC	September 14, 2014
CLOSERSEDGE.COM	GoDaddy.com, LLC	January 24, 2014
DISCLOSUREFORM.INFO	GoDaddy.com, LLC	September 14, 2014
DISCLOSUREFORM.NET	GoDaddy.com, LLC	September 14, 2014
DISCLOSUREFORM.ORG	GoDaddy.com, LLC	September 14, 2014
FREECLOSINGDISCLOSURE.COM	GoDaddy.com, LLC	September 12, 2014
FREECLOSINGDISCLOSURE.INFO	GoDaddy.com, LLC	September 12, 2014
FREECLOSINGDISCLOSURE.NET	GoDaddy.com, LLC	September 12, 2014
FREECLOSINGDISCLOSURE.ORG	GoDaddy.com, LLC	September 12, 2014
FREECLOSINGDISCLOSURE.US	GoDaddy.com, LLC	September 11, 2014
FREEHUD-1.COM	GoDaddy.com, LLC	September 16, 2016
FREEHUD-1.NET	GoDaddy.com, LLC	September 16, 2016

Name	Registrar	Expiration Date
FREEHUD-GFE.COM	GoDaddy.com, LLC	December 9, 2013
FREEHUD-GFE.NET	GoDaddy.com, LLC	December 9, 2013
FREEHUD1.COM	GoDaddy.com, LLC	July 2, 2016
FREEHUD1.NET	GoDaddy.com, LLC	July 2, 2016
HAPPYHOURWITHBARBARA.COM	GoDaddy.com, LLC	March 24, 2015
HAPPYHOURWITHBARBARA.NET	GoDaddy.com, LLC	March 16, 2015
IORDEREXPRESS.COM	GoDaddy.com, LLC	November 9, 2019
IORDEREXPRESS.NET	GoDaddy.com, LLC	November 4, 2019
IQUOTEEXPRESS.COM	GoDaddy.com, LLC	January 11, 2014
IQUOTEEXPRESS.NET	GoDaddy.com, LLC	January 11, 2014
IWANTSS.COM	GoDaddy.com, LLC	November 8, 2014
IWANTSS.NET	GoDaddy.com, LLC	September 14, 2014
IWANTTSS.COM	GoDaddy.com, LLC	January 21, 2019
IWANTTSS.NET	GoDaddy.com, LLC	March 11, 2016
REALEXPRESS.NET	GoDaddy.com, LLC	April 1, 2015
SERVICESTSS.COM	GoDaddy.com, LLC	October 23, 2014
TITLEEXPRESS.COM	GoDaddy.com, LLC	January 21, 2018
TITLEEXPRESS.NET	GoDaddy.com, LLC	January 18, 2014
TITLEFORMS.COM	GoDaddy.com, LLC	July 2, 2016
TITLESPIHERE.COM	GoDaddy.com, LLC	February 23, 2016
TITLESPIHERE.NET	GoDaddy.com, LLC	February 23, 2016
TITLESUPPORT.COM	GoDaddy.com, LLC	April 10, 2015
TITLESUPPORTSERVICES.COM	GoDaddy.com, LLC	January 26, 2016
TSSBUSINESS.COM	GoDaddy.com, LLC	July 26, 2014
TSSCHECKS.COM	GoDaddy.com, LLC	February 18, 2015
TSSCHECKS.NET	GoDaddy.com, LLC	February 18, 2015
TSSCONFERENCE.COM	GoDaddy.com, LLC	May 30, 2014
TSSEXPO.COM	GoDaddy.com, LLC	April 3, 2014
TSSEXPO.NET	GoDaddy.com, LLC	April 3, 2014
TSSHOSTEDSOLUTIONS.COM	GoDaddy.com, LLC	July 25, 2014
TSSHS.COM	GoDaddy.com, LLC	December 13, 2013
TSSRDP.COM	GoDaddy.com, LLC	February 6, 2014
TSSRDP.NET	GoDaddy.com, LLC	February 6, 2014
TSSSOFTWARECORP.COM	GoDaddy.com, LLC	December 15, 2016
TSSSOFTWARECORPORATION.COM	GoDaddy.com, LLC	December 15, 2016
TSSUSERCONFERENCE.COM	GoDaddy.com, LLC	April 16, 2014
TSSUSERCONFERENCE.INFO	GoDaddy.com, LLC	April 16, 2014
TSSUSERCONFERENCE.NET	GoDaddy.com, LLC	April 16, 2014
TSSUSERCONFERENCE.ORG	GoDaddy.com, LLC	April 16, 2014
TSSWS.COM	GoDaddy.com, LLC	April 20, 2014
TSSXT.COM	GoDaddy.com, LLC	April 20, 2014