

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Miller Transition Services, Inc.	FORMERLY TSS Software Corporation	03/19/2014	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First American Professional Real Estate Services, Inc.		
<b>Street Address:</b>	1 First American Way		
<b>City:</b>	Santa Ana		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92707		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3453041	DESIGNED WITH YOU IN MIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	310-551-3450		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Jonathan A. Hyman		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 2:</b>	Knobbe Martens Olson & Bear LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	FAF1.015T		
<b>NAME OF SUBMITTER:</b>	Jonathan A. Hyman		
<b>SIGNATURE:</b>	/jhh/		
<b>DATE SIGNED:</b>	04/02/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of March 19, 2014, by and between First American Professional Real Estate Services, Inc., a California corporation ("Assignee"), and Miller Transition Services, Inc. (formerly known as 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 the registered trademark listed on the attached Schedule A along with all common law and other rights pertaining thereto, and the goodwill of the business symbolized by the Trademark and attaching thereto (collectively, the "Trademark"); and

WHEREAS, Assignor was formerly known as TSS Software Corporation, and changed its name to Miller Transition Services, Inc. on January 1, 2014;

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

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

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 Trademark, 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 the Trademark, 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 the Trademark; and (iii) any and all rights to obtain renewals or other legal protections pertaining to the Trademark.

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 the Trademark is registered, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Trademark, together with all goodwill of the business associated with and symbolized thereby, and to issue the Certificate of Registration resulting from the renewal or other maintenance of any existing registration of the Trademark 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 with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions or organizations in or with which the Trademark is or may be registered, under the relevant laws of the United States and other jurisdictions set forth in Schedule A. 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. (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.

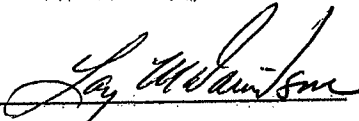
(e) Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.

(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.

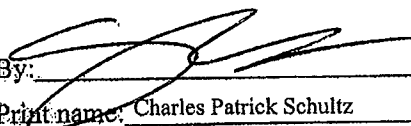
[Signatures on following page]

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

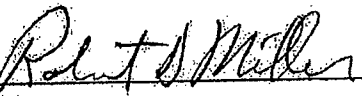
FIRST AMERICAN PROFESSIONAL REAL  
ESTATE SERVICES, INC.

By:   
Print name: Larry M. Davidson  
Title: President

FIRST AMERICAN PROFESSIONAL REAL  
ESTATE SERVICES, INC.

By:   
Print name: Charles Patrick Schultz  
Title: Chief Operating Officer

MILLER TRANSITION SERVICES, INC.  
(formerly known as TSS Software Corporation)

By:   
Print name: Robert D. Miller  
Title: C.E.O.

SCHEDULE A

Trademark

Application Serial No.	Registration No.	Filing Date	Registration Date	Mark
<b>Registered Trademarks</b>				
77/309,523	3,453,041	Oct. 22, 2007	June 24, 2008	DESIGNED WITH YOU IN MIND

va-419285