

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/18/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RadPad Holdings Inc.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Priority Real Estate Technology, LLC		
Street Address:	2001 Westside Parkway, Suite 155		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4617053	RADPAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	214-220-9900		
Email:	docket-rj@hubbardjohnston.com		
Correspondent Name:	Robert Johnston/Hubbard Johnston, PLLC		
Address Line 1:	P.O. Box 141228		
Address Line 4:	Dallas, TEXAS 75214		
NAME OF SUBMITTER:	Robert H. Johnston III		
SIGNATURE:	/Robert H. Johnston III/		
DATE SIGNED:	12/31/2018		
Total Attachments: 2			
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OP \$40.00 4617053

NUNC PRO TUNC TRADEMARK ASSIGNMENT
(Effective July 18, 2018)

This Agreement ("Assignment") is entered into freely by and between RadPad Holdings Inc. ("Assignor"), a Delaware corporation, and Priority Real Estate Technology, LLC ("Assignee"), a Delaware limited liability company, and has an effective date of July 18, 2018.

WHEREAS, the Parties entered into a certain Asset Purchase Agreement, on or about July 18, 2018 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, transfer, convey, assign, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor's right, title, and interest in and to the Acquired Assets, including the Intellectual Property (the "Acquired Intellectual Property");

WHEREAS, the Parties are entering into this Assignment to evidence the sale, transfer, conveyance, assignment, and delivery of the Acquired Intellectual Property with respect to trademarks and associated good will by Assignor to Assignee; and

WHEREAS, at the time of the Purchase Agreement, Assignor owned U.S. Trademark Registration No. 4617053 for the word mark "RADPAD" and the entire goodwill of the business symbolized therein (collectively "Trademark") and said Trademark was transferred by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees that ASSIGNOR hereby assigns or has assigned unto ASSIGNEE nunc pro tunc effective as of July 18, 2018, all right, title and interest in and to the Trademark throughout the world, including the above-identified registration thereof, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademarks and other assigned rights to collect for all past, present, and future infringements, and claims for damages and proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any post and future acts of trademark infringement that have occurred or may occur.

The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Assignment, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern.

In testimony whereof, the Parties have signed this instrument in December 2018.

ASSIGNOR

RadPad Holdings, Inc.



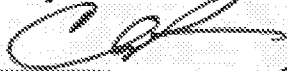
By: Copley Boer

Its: CEO

Date: December 21, 2018 12 / 21 / 2018

ASSIGNEE

Priority Real Estate Technology, LLC



By: Christopher Prince

Its: General Counsel

Date: December 11, 2018