TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM523711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
RentTrack LLC		05/14/2019	Limited Liability Company: MINNESOTA	

RECEIVING PARTY DATA

Name:	RentTrack Inc.	
Street Address:	4601 Excelsior Blvd, Suite 503	
City:	St. Louis Park	
State/Country:	MINNESOTA	
Postal Code:	55416	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	4607119	RENTTRACK	
Registration Number:	5328403	RENT TRACK	
Registration Number:	5315844	GET THE CREDIT YOU DESERVE	

CORRESPONDENCE DATA

Fax Number:

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.

213-347-5686 Phone: Email: billf@EFfirm.com Eandi Fitzpatrick LLP **Correspondent Name:** 633 W Fifth Street Address Line 1:

Address Line 2: 26th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	William Fitzpatrick
SIGNATURE:	/william fitzpatrick/
DATE SIGNED:	05/15/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), the effective date being October 18, 2018, is by and between RentTrack LLC., a Minnesota Limited Liability Company whose full postal office address is 4601 Excelsior Blvd, Suite 503, St. Louis Park, MN 55416 (the "Assignor") and RentTrack Inc., a Delaware Corporation whose full postal address is a. 4601 Excelsior Blvd, Suite 503 St. Louis Park, MN 55416 (the "Assignee").

WHEREAS the parties hereto have previously entered into a Merger Agreement dated October 18, 2018 for purposes of corporate restructuring;

WHEREAS the Assignor has agreed to assign all its rights in the Trademark and the goodwill of the business symbolized by said Trademark with its trade or business in the particular goods/services or classes of goods/services for which the Trademarks have been used.

IN CONSIDERATION of \$1.00, and in accordance with other obligations (as applicable) the receipt of which is hereby acknowledge, and for other good and valuable consideration, the Assignor does hereby sell, assign, transfer and convey to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the US trademark application in Schedule 1 (the "trademark application"):

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- 2. <u>Effective Date.</u> This agreement shall take effect upon the date of execution herein.
- 3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

RentTrack LLC

By: Matthew Briggs

Name: Matthew Briggs

Title: CEO

AGREED TO AND ACCEPTED:

RentTrack Inc.

By: Matthew Briggs (May 14, 2010)

Name: Matthew Briggs

Title: CEO

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS SCHEDULE 1

Docket #	Registration No.	Mark	FILING BASIS	Filing Jurisdiction	International Class
Ren_101_1us	4607119	RENTIRACK	1(b)	United States	042
Ren_102_1us	5328403	RENT TRACK	1(a)	United States	042
Ren_103_1us	5315844	GET THE CREDIT YOU DESERVE	1(a)	United States	042

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Final Audit Report 2019-05-14

Created: 2019-05-14

By: Carissa Lamas (clamas@effirm.com)

Status: Signed

Transaction ID: CBJCHBCAABAALeM0iHWdGZRF2xlYmnl8GpwYS7V8Rl3u

"RentTrack_TM_Assignment_All_May_13_2019" History

Document created by Carissa Lamas (clamas@effirm.com)

2019-05-14 - 5:58:33 PM GMT- IP address: 38.98.33.42

Document emailed to Matthew Briggs (mbriggs@renttrack.com) for signature 2019-05-14 - 5:59:15 PM GMT

Document viewed by Matthew Briggs (mbriggs@renttrack.com)

2019-05-14 - 6:04:53 PM GMT- IP address: 174.211.16.31

Document e-signed by Matthew Briggs (mbriggs@renttrack.com)

Signature Date: 2019-05-14 - 8:46:04 PM GMT - Time Source: server- IP address: 72.194.19.16

Signed document emailed to Matthew Briggs (mbriggs@renttrack.com), Carissa Lamas (clamas@effirm.com) and William Fitzpatrick (billf@effirm.com)

2019-05-14 - 8:46:04 PM GMT

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