

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ralty ONE Group, Inc.		06/20/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Escrow Options Group, Inc.		
Street Address:	9901 IRVINE CENTER DRIVE		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5888721	EVEREST ESCROW	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchlaw.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0016051.0001		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	06/25/2020		
Total Attachments: 4			
source=TrademarkAssignment#page1.tif			
source=TrademarkAssignment#page2.tif			
source=TrademarkAssignment#page3.tif			
source=TrademarkAssignment#page4.tif			

CH \$40.00 5888721

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “**Assignment**”), effective as of June 20, 2020 by and between Realty ONE Group, Inc., a Nevada corporation (“**Assignor**”), and Escrow Options Group, Inc., a California corporation (“**Assignee**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

A. Assignor, Assignee and other parties thereto entered into that certain Asset Purchase Agreement dated July 19, 2019 (the “**Purchase Agreement**”) relating to the purchase and sale of the Acquired Assets.

B. Assignor is the sole owner of all rights, title and interest in and to the trademarks, service marks, logos and trade names, including, but not limited to, the pending trade mark application “Everest Escrow” filed with the United States Patent and Trademark Office under the serial number 88162680 on October 19, 2018 and which registered on October 22, 2019 as Reg. No. 5,888,721 (the “**Trademarks**”) and the Internet domain name “<https://www.everestescrow.com>” (the “**Domain Name**” and together with the Trademarks collectively, the “**Marks**”).

C. The parties desire to enter into this Assignment for the purposes of assigning all rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices, and any domain name registrar, as applicable.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall immediately discontinue use of the Marks throughout the world in all forms and media. Further, Assignor shall not register or use any domain name or trademark that is confusingly similar to the Marks anywhere in the world in any forms and in any media.

2. With respect to the Domain Name, Assignor represents and warrants that the Domain Name has been duly registered with GoDaddy.com, LLC (the “**Registrar**”) in the name of Assignor. Within ten (10) days after the Effective Date, Assignor will unlock the Domain Name and provide Assignee with the authorization code for the Domain Name. After receipt of the authorization code, Assignee will initiate the transfer of the Domain Name and Assignor shall respond within forty-eight (48) hours of receipt of any transfer request. Assignor shall make all reasonably necessary arrangements to ensure that the Registrar and registrar designated by Assignee can complete the transfer.

3. Without limiting the foregoing, from time to time on or after the date of this Assignment, Assignor agrees to assist Assignee and its successors and assigns, upon Assignee's request, to evidence, record and perfect the assignment herein and to secure, enforce, maintain, and defend the assigned rights. In the event Assignee is unable for any reason to secure Assignor's signature to any document that Assignee requests Assignor to execute under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly designated authorized officers and agents as Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

4. To the extent that any of the Marks being assigned to Assignee hereunder are "intent-to-use" trademark applications, Assignor acknowledges and agrees that such Applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use Applications will be used.

5. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in or to any of the Marks or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks.

6. All of the rights associated with the Marks shall be conveyed to Assignee free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever. The parties specifically agree that Assignor is not retaining any ownership, trademark, or other intellectual property right or any right, title or interest whatsoever in the Marks, and upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Marks, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Marks constitute the sole and exclusive property of Assignee.

7. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Marks; and (iii) to perform all of its obligations under this Assignment.

8. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, such provision shall be modified as necessary and the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

10. This Assignment is absolute, exclusive and irrevocable. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns of Assignor and its permitted

successors.

11. The following provisions of the Purchase Agreement are hereby incorporated by reference: Section 9.3 (No Third Party Beneficiaries), Section 9.8 (Notices), Section 9.9 (Applicable Law and Venue), Section 9.10 (Arbitration), Section 9.11 (Waiver of Jury Trial), Section 9.13 (Severability and Partial Enforcement), Section 9.14 (Expenses), and Section 9.15 (Construction).

12. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

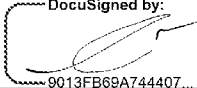
IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Domain Name Assignment on the day and year first above written.

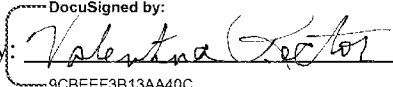
ASSIGNOR:

REALTY ONE GROUP, INC., a Nevada corporation

ASSIGNEE:

ESCROW OPTIONS GROUP, INC., a California corporation

By: 
 9013FB69A74440Z
Name: Name: Kuba Jewgieniew
Title: Chief Executive Officer

By: 
 9CBEEF3B13AA40C...
Name: Valentina Rector
Title: Chief Executive Officer

[Signature Page to Trademark and Domain Name Assignment]