

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tranceka Capital, LLC	FORMERLY Broadmark Capital, LLC	11/14/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Broadmark Realty Capital Inc.		
Street Address:	1420 Fifth Avenue, Suite 2000		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6074270	BROADMARK	
CORRESPONDENCE DATA			
Fax Number:	7196331518		
<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:	719-473-3800		
Email:	jill.chalmers@bclplaw.com, judi.cope@bclplaw.com		
Correspondent Name:	Jill J. Chalmers		
Address Line 1:	90 South Cascade Avenue, Suite 1300		
Address Line 2:	Bryan Cave Leighton Paisner LLP		
Address Line 4:	Colorado Springs, COLORADO 80903		
NAME OF SUBMITTER:	Jill J. Chalmers		
SIGNATURE:	/jill j. chalmers/		
DATE SIGNED:	08/24/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into on November 14, 2019, by and between Tranceka Capital, LLC (formerly known as Broadmark Capital, LLC), a Washington limited liability company (“**Assignor**”), and Broadmark Realty Capital Inc. (formerly known as Trinity Sub, Inc.), a Maryland corporation (“**Assignee**”).

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Restrictive Covenants Agreement, dated August 9, 2019, by and between Assignor and Assignee (the “**Restrictive Covenants Agreement**”); and

WHEREAS, pursuant Section 2(c) of the Restrictive Covenants Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to the name BROADMARK, together with all variations and acronyms thereof and all trademarks, service marks, Internet domain names, trade names, trade dress, company names and other identifiers of source or goodwill containing, incorporating or associated with such name, whether or not registered, including, but not limited to, all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof, including, but not limited to, the trademark identified on Schedule 1 attached hereto (collectively, the “**Trademarks**”).

Agreement

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby contributes, assigns, conveys and transfers to Assignee, and Assignee hereby acquires, accepts and assumes from Assignor, all worldwide right, title and interest in, to, and under all Trademarks, including, without limitation, any and all common law rights thereto and the goodwill of the business symbolized thereby, together with Assignor’s worldwide right to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement), which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership and/or registration of the Trademarks.
2. Authorization. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices, as applicable) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
3. Amendment and Modification; Waiver. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by the party

against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

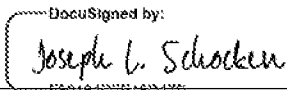
4. Further Assurances. From and after the date hereof but subject to the terms and conditions herein, Assignor and Assignee shall do all such acts and execute and deliver such other instruments and take such further actions as the requesting party may deem necessary or desirable to effectuate the provisions and purposes of this Agreement.
5. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
6. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, and delivered by facsimile or other means of electronic transmission, each of which shall be deemed to be one and the same instrument and an original document. This Agreement and any amendments hereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile, portable document format (.pdf) or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.
7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies, whether express or implied, on any persons other than the parties to this Agreement.
8. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of Assignor and Assignee and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

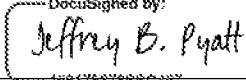
Tranceka Capital, LLC

By:  _____
Name: Joseph L. Schocken
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNEE:

Broadmark Realty Capital Inc.

By:  DocuSigned by:
Name: Jeffrey B. Pyatt
Title: President and Chief Executive Officer

Schedule 1

Trademarks

Mark	Application Serial Number	Application Filing Date	Registration Number
BROADMARK	88/681,125	November 5, 2019	6,074,270