

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The William Fall Group, Inc.		07/01/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Apex Appraisal Service, Inc.		
Street Address:	1641 E. Osborn Road		
Internal Address:	Ste. 1		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3208382	THE WILLIAM FALL GROUP	
CORRESPONDENCE DATA			
Fax Number:	2136127801		
<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:	213-612-7879		
Email:	tdover@nossaman.com		
Correspondent Name:	Thomas Dover		
Address Line 1:	777 S. Figueroa Street		
Address Line 2:	34th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Thomas Dover		
SIGNATURE:	/THOMAS DOVER/		
DATE SIGNED:	07/07/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into on July 1st, 2021 by and between The William Fall Group, Inc., an Ohio corporation ("WFG") ("Assignor") and Apex Appraisal Service, Inc., a California corporation ("Apex") ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of June 2, 2021 (the "APA"). Capitalized terms used but not otherwise defined herein shall have the terms ascribed to them in the APA.

WHEREAS, pursuant to the APA, Assignor has agreed to assign to Assignee the Valuation Partners Intellectual Property Assets set forth herein; and

WHEREAS, in furtherance of the foregoing, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to the trademark herein (the "Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Trademark (uncertified Registration Certificate attached as Exhibit A):

Mark	Serial Number	Registration Number	Registration Date
THE WILLIAM FALL GROUP	78852383	3208382	February 13, 2007

together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

This Trademark Assignment is given pursuant to the APA, and, except as herein otherwise provided, the transfer of the property hereunder is made subject to the terms and provisions of the APA. Notwithstanding any other provisions of this Trademark Assignment to the contrary, nothing

contained in this Trademark Assignment in any way supersedes, modifies, replaces, amends, changes, rescinds, expands, exceeds or enlarges or in any way affects the provisions, including the representations, warranties, covenants, agreements, conditions, indemnities or in general, any rights and remedies, and any of the obligations set forth in the APA. If there is any inconsistency between the APA and this Trademark Assignment, the APA will control and govern.

This Trademark Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties.

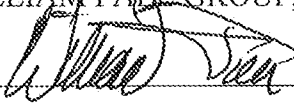
This Trademark Assignment may be executed in one or more counterparts (any one of which may be by email, DocuSign or facsimile), and by the different parties in separate counterparts, each of which are deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

“ASSIGNOR”

THE WILLIAM FALL GROUP, INC.

By:  _____

Name: William Fall _____

Title: President/CEO _____

“ASSIGNEE”

APEX APPRAISAL SERVICE, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

“ASSIGNOR”

THE WILLIAM FALL GROUP, INC.


By: _____

Name: _____

Title: _____

“ASSIGNEE”

APEX APPRAISAL SERVICE, INC.

By:  _____
5LA344308E8B4B9...

Name: Gabriel Hern

Title: President

EXHIBIT A

(See Attached.)

Exhibit A

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,208,382

United States Patent and Trademark Office

Registered Feb. 13, 2007

**SERVICE MARK
PRINCIPAL REGISTER**

The William Fall Group

THE WILLIAM FALL GROUP, INC. (OHIO CORPORATION)
SUITE 201
701 JEFFERSON AVENUE
TOLEDO, OH 43624

FOR: REAL ESTATE CONSULTING SERVICES,
IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 2-0-1982; IN COMMERCE 2-0-1982.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE GROUP, APART FROM THE MARK AS SHOWN.

THE NAME(S), PORTRAIT(S), AND/OR SIGNATURE(S) SHOWN IN THE MARK IDENTIFIES WILLIAM FALL, WHOSE CONSENT(S) TO REGISTER IS SUBMITTED.

SER. NO. 78-852,383, FILED 4-3-2006.

JEFF DEFORD, EXAMINING ATTORNEY

Exhibit A

57882415.v2

RECORDED: 07/07/2021

**TRADEMARK
REEL: 007348 FRAME: 0900**