

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6039485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
MMSR, LLC			03/03/2020
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN RESIDENTIAL, INC.		
<b>Street Address:</b>	1745 SHEA CENTER DRIVE, SUITE 200		
<b>City:</b>	HIGHLANDS RANCH		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80129		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	62008977		
<b>Patent Number:</b>	10332223		
<b>Application Number:</b>	15291632		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)382-6070		
<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>			
<b>Phone:</b>	602-382-6000		
<b>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	SNELL & WILMER L.L.P.		
<b>Address Line 1:</b>	400 E. VAN BUREN ST.		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	59500.00012		
<b>NAME OF SUBMITTER:</b>	R. LEE FRALEY		
<b>SIGNATURE:</b>	/R. Lee Fraley/		
<b>DATE SIGNED:</b>	03/31/2020		
<b>Total Attachments: 7</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made as of March 3, 2020, by and between MMSR, LLC, a Colorado limited liability company ("Assignor"), and Western Residential, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date of this Agreement (the "Purchase Agreement"); and

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Acquired Assets, in exchange for the Purchase Price.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Seller Owned Intellectual Property, including, without limitation, the patents and patent applications and registrations set forth on Schedule A (including, without limitation, all (a) divisions, continuations, and continuations-in-part thereof, and all patents that may be granted thereon, (b) reexamination certificates and reissues thereof, (c) rights to claim priority on the basis of any of these patents, (d) applications that may be filed for or from these patents in any jurisdiction, and all patents and other rights that may be granted from such applications, and (e) the right to sue or otherwise seek injunctive relief or monetary damages for past, present and future (i) infringement, or (ii) other violations of the patents), the trademarks and trademark applications and registrations set forth on Schedule B (including, without limitation, the goodwill associated therewith and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule C, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens other than Permitted Encumbrances. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Seller Owned Intellectual Property at Assignee's sole cost and expense.

2. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement. In the event of an inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and control. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing herein is intended to, nor shall it, extend, enlarge, modify, amplify, or otherwise alter the

representations, warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

3. Enforceability. If any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4. Amendments. This Agreement may not be amended, restated, supplemented or otherwise modified, except by an instrument in writing signed by each party sought to be bound.

5. Counterparts and Electronic Signatures. This Agreement may be executed and delivered (including by facsimile, .pdf or similar electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement with the same effect as if such signatures were on the same page. An electronic, facsimile or photocopied signature (which may be delivered by facsimile or electronic mail) shall be deemed to be the functional equivalent of an original for all purposes.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado without regard to the principles thereof or of any other jurisdiction relating to conflict of laws. Each party to this Agreement accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction and venue in the State of Colorado and waives any defense of lack of personal jurisdiction or inconvenient forum or any similar defense with respect thereto, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, whether express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

***/SIGNATURE PAGE FOLLOWS/***

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

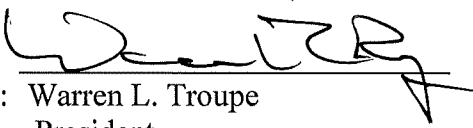
**ASSIGNOR:**

MMSR, LLC

By: \_\_\_\_\_  
Name:  
Its:

**ASSIGNEE:**

WESTERN RESIDENTIAL, INC.

By:   
Name: Warren L. Troupe  
Its: President

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

**ASSIGNOR:**

MMSR, LLC

By: 

Name: Mike Manseth.

Its: Managing member.

**ASSIGNEE:**

WESTERN RESIDENTIAL, INC.

By: \_\_\_\_\_

Name:

Its:

*Signature Page to Assignment of Intellectual Property*

## **SCHEDULE A**

### **Patents**

<b>Title</b>	<b>Filing Type</b>	<b>Country</b>	<b>App. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Owner</b>	<b>Status</b>
Locale Characterization and Comparison	Prov.	U.S.	62/008,977 06/06/2014	N/A N.A.	MMSR, LLC	Expired
Geographic Locale Mapping System	Non- Prov.	U.S.	14/729,378 06/03/2015	10,332,223 06/25/2019	MMSR, LLC	Issued; Security Interest Recorded to Management Company Services, Inc.
Geographic Locale Mapping System For Outcome Prediction	CIP	U.S.	15/291,632 10/12/2016		MMSR, LLC	Allowed; Security Interest Recorded to Management Company Services, Inc

**SCHEDULE B**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>	<b>Status</b>
MAPVIDA	U.S.	86/281,936 05/15/2014	5,166,751 03/21/2017	MMSR, LLC	Registered; Security Interest Recorded to Management Company Services, Inc.



**SCHEDULE C**

**Domain Names**

Domain Name	Registrar	Expiration Date
MAPVIDA.COM	GoDaddy.com, LLC	2020-4-18