

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mortgage Returns, L.L.C		10/23/2015	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	ELLIE MAE, INC		
Street Address:	4155 HOPYARD ROAD		
City:	PLEASANTON		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86440164	PROSPECT MANAGER	
Registration Number:	4772168	TRUE CRM	
Registration Number:	4759761	MORTGAGE RETURNS RELATIONSHIP MANAGER	
Registration Number:	3136733	MORTGAGE RE:URNS	
Registration Number:	3392782	MORTGAGE RETURNS	
CORRESPONDENCE DATA			
Fax Number:	4158825400		
<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:	415-882-5300 Ext 238		
Email:	jbegler@nvlawllp.com		
Correspondent Name:	Jay Begler, c/o Niesar & Vestal LLP		
Address Line 1:	90 New Montgomery Street		
Address Line 2:	Ninth Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	MORTGAGE RETURNS ASSIGN.		
NAME OF SUBMITTER:	Jay Begler		
SIGNATURE:	/Jay Begler/		
DATE SIGNED:	10/26/2015		

OP \$140.00 86440164

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is dated as of October 23, 2015 (the “Effective Date”), by and between Ellie Mae, Inc., a Delaware corporation (“Purchaser”), and Mortgage Returns, LLC, a Missouri limited liability company (“Company”).

RECITALS

WHEREAS, the Company, certain of Company’s equity holders, and Purchaser, have entered into that certain Asset Purchase Agreement, dated as of October 14, 2015 (the “Asset Purchase Agreement”), providing for the acquisition of assets and assumption of certain liabilities of the Company by the Purchaser;

WHEREAS, in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement, the Company and the Purchaser have agreed to deliver this Agreement; and

WHEREAS, Company is the record owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the “Trademarks”).

AGREEMENT

NOW, THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser, intending to be legally bound, hereby agree as follows:

1. Assignment. Company hereby assigns to Purchaser, and Purchaser hereby accepts, all of Company’s right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Company hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Purchaser as the Purchaser of all of Company’s right, title and interest in, to and under the Trademarks

and to deliver to Purchaser, and to Purchaser's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. At Purchaser's reasonable expense, Company agrees to execute and deliver such other documents and to take all such other actions which the Purchaser, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. No Modifications of the Purchase Agreement. Company does not make any representation, warranty, guarantee or indemnification whatsoever under this Assignment, and any and all statutory and other representations, warranties and guarantees shall be excluded to the extent legally permissible, provided that any representation, warranty or guarantee made under the Purchase Agreement shall remain unaffected. In the event of any conflict between the provisions of the Purchase Agreement and this Assignment, the Purchase Agreement shall.

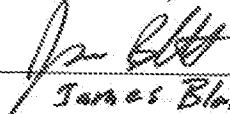
4. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Asset Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Company and Purchaser have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

MORTGAGE RETURNS, LLC

By 
Name: James Blatt
Title: CEO

ELLIE MAE, INC.

By _____
Name:
Title:

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, Company and Purchaser have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

MORTGAGE RETURNS, LLC

By _____
Name:
Title:

ELLIE MAE, INC.

By  _____
Name: Jonathan Corr
Title: President & CEO

**Schedule A
LIST OF TRADEMARKS**

Trademark	Serial No.	Registration No.
TRUE CRM	86/440,143	4,772,168
MORTGAGE RETURNS RELATIONSHIP MANAGER and Design	86/440,156	4,759,761
PROSPECT MANAGER	86/440,164	
MORTGAGE RE:URNS and Design	78/452,094	3,136,733
MORTGAGE RETURNS	78/452,093	3,392,782