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10-13-1998

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #54

<p>1. NAME OF CONVEYING PARTY(IES):</p> <p>James Moy, a citizen of the United States</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY(IES):</p> <p>LoanNet, LLC 1225 I Street, N.W. Suite 600 Washington, D.C. 20006</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>3a. EXECUTION DATE: October 7, 1998 3b. EFFECTIVE DATE: September 17, 1998</p>	<p>2a. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: _____ No: <input checked="" type="checkbox"/> _____</p> <p>2b. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: _____ No: <input checked="" type="checkbox"/> _____</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached _ Yes <input checked="" type="checkbox"/> No</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 2,011,213 – LOANNET</p> <p>Additional numbers attached? Yes <input checked="" type="checkbox"/> No</p>
<p>5. NAME AND ADDRESS OF CORRESPONDENT:</p> <p>Norm D. St. Landau, Esq. Tucker, Flyer & Lewis, P.C. 1615 L Street, N.W., Suite 400 Washington, D.C. 20036-5612</p> <p>Our Ref: 60910.1g</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00</p> <p>8. CHECK ENCLOSED: <input checked="" type="checkbox"/> Yes (CHARGE ANY ADDITIONAL FEES TO DEPOSIT ACCOUNT NO. 20-1582)</p> <p>(File cover page in duplicate)</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p> Kristine M. Miller</p> <p>Date: 10/9/98 1 of 1</p>


I hereby certify that a copy of this document is being deposited with the United States Postal Service by **FIRST CLASS MAIL**, addressed to **BOX: ASSIGNMENT/FEE**, Assistant Commissioner for Trademarks, United States Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 9th day of October 1998.

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TRADEMARK
REEL: 1808 FRAME: 0410

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 17th day of September, 1998, by and between JAMES MOY, an individual having a place of business at 135-07 63rd Avenue, Flushing, NY 11367 (hereinafter referred to as "ASSIGNOR"), and LoanNet, LLC, a limited liability company, having an address at 1225 I Street, N.W., Suite 600, Washington, D.C. 20006 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR is the owner of a federal trademark registration relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNOR is the registered owner of the domain name address listed in Schedule C, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Domain Name");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark, Registration, and Domain Name worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest in and to the Trademark, Registration, and Domain Name worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Registration set forth in Schedule B;
- (3) the Domain Name set forth in Schedule C;

together with the goodwill symbolized by said Trademark, Registration and Domain Name, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

B. ASSIGNOR further assigns to ASSIGNEE the right to sue for past infringement and to recover and hold all damages and profits arising from the Trademark, Registration, and Domain Name.

C. ASSIGNOR shall not use or attempt to register hereinafter any mark or domain name incorporating LOANNET or variants thereof in connection with any product or services related to mortgage loan processing.

D. ASSIGNOR warrants that there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the aforesaid Trademark, Registration, and Domain Name.

E. ASSIGNOR warrants that it is not aware of any litigation, dispute or potential dispute regarding the Trademark, Registration, or Domain Name except as previously disclosed to ASSIGNEE and as attached hereto as Schedule D. ASSIGNOR warrants that it is not aware of any defects in the procurement of the Registration, or in the underlying application therefor. ASSIGNOR further warrants that it is not aware of any defects in the Domain Name.

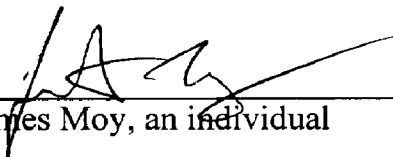
F. ASSIGNOR further warrants that, upon the request of ASSIGNEE, it will execute all papers, make all rightful oaths, testify on behalf of ASSIGNEE, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Trademark, Registration and Domain Name to ASSIGNEE and otherwise carry out the intent of this Agreement.

G. This Assignment shall be binding upon ASSIGNOR, ASSIGNOR 's successors and assigns, and upon all others acting by, through, with or under ASSIGNOR 's direction or control, and all those in privity therewith.

H. This Assignment constitutes the entire agreement between the parties into which all prior agreements and negotiations are incorporated herein, and it supercedes any prior agreements.

Executed at Queens, New York this 7th day of October, 1998.

JAMES MOY, an individual

By: 
James Moy, an individual

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: LOANNET

SCHEDULE B

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
LOANNET	2,011,213	October 22, 1996	36

SCHEDULE C

Domain Name: LOANNET.COM