

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name: Gary L. Bush
 Address (line 1) Mayor, Day, Caldwell & Keeton, L.L.P.
 Address (line 2) 700 Louisiana, Suite 1900
 Address (line 3) _____
 Address (line 4) Houston, TX 77002-2778
City State/Country Zip Code

Correspondent Name and Address

Area Code and Telephone Number: 713/225-7106

Name: Gary L. Bush
 Address (line 1) Mayor, Day, Caldwell & Keeton, L.L.P.
 Address (line 2) 700 Louisiana, Suite 1900
 Address (line 3) _____
 Address (line 4) Houston, Texas 77002-2778
City State/Country Zip Code

Pages **Enter the total number of pages of the attached conveyance document** # 5
 Including any attachments.

Trademark Application Number(s) or Registration Numbers(s) **Mark if additional numbers attached**
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
<u>75/462.095</u>	<u>2.297.105</u>
<u>75/475.483</u>	<u>2.297.106</u>
<u>75/510.596</u>	
<u>75/510.597</u>	
<u>75/510.598</u>	

Number of Properties **Enter the total number of Properties involved.** # 7

Fee Amount **Fee Amount for Properties Listed (37 CFR 3.41):** \$40.00
Method of Payment: Enclosed **Deposit Account**
Deposit Account
 (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #50-0897
Authorization to charge additional fees: Yes X No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

GARY L. BUSH
 Name of Person Signing

Gary L. Bush
 Signature

May 4, 2000
 Date Signed

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

In re Applications/
Registrations of:

eRealty, Inc.

Serial/ Registration No.	Filing/ Registration Date	Mark	Atty. Docket No.
75/462.095	April 3, 1998	E-REALTOR	450529.3
75/475.483	April 17, 1998	UNREALTY	450529.4
75/510.596	June 29, 1998	E-REALTY.COM	450529.5
75/510.597	June 29, 1998	UNREALTY.COM	450529.8
75/510.598	June 29, 1998	EREALTY.COM	450529.6
2.297.105	November 30, 1999	EREALTY	450529.2
2.297.106	November 30, 1999	E-REALTY	450529.1

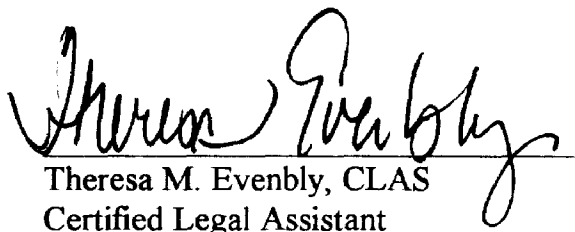
CERTIFICATE OF MAILING Under 37 CFR 1.8

Date of Deposit: May 8, 2000

I hereby certify that this correspondence containing:

1. Assignment Recordation Form Cover Sheet
2. Executed Assignment from Russell Capper to eRealty, Inc.
3. Our Check No. 147322 for \$280 to cover the respective recordation fees. Please charge any deficiencies to Mayor, Day, Caldwell & Keeton, L.L.P., Deposit Account No. 50-0897
4. A postal card to be stamped and returned acknowledging receipt of these documents

on the date shown indicated above is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to Box Assignment, Commissioner for Patents and Trademarks, Washington, DC 20231


Theresa M. Evenbly, CLAS
Certified Legal Assistant

:ODMA\PCDOCS\HOUSTON\727564\1\SVH

TRADEMARK
REEL: 002081 FRAME: 0924

ASSIGNMENT OF UNITED STATES TRADEMARK RIGHTS

RUSSELL CAPPER (hereinafter referred to as "CAPPER") an individual having an address at 7880 San Felipe, Suite 200, Houston, Texas 77063. CAPPER has adopted, used, is using and owns in its line of business certain United States trademarks and has the right to assign such right, title and interest to the US trademark registrations and applications therein, which are hereinafter referred to as the "TRADEMARK RIGHTS" and noted on Schedule A which is herein incorporated by reference:

EREALTY, INC, a corporation organized and existing according to the laws of the State of Texas, having a principal place of business at 1800 Bering, Suite 251, Houston, Texas 77057 (hereinafter referred to as "EREALTY") is desirous of acquiring all of CAPPER'S right, title and interest in, to and under said TRADEMARK RIGHTS, together with the goodwill of the business in connection therewith which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK RIGHTS

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CAPPER has agreed to and does hereby assign to EREALTY whatever right, title and interest CAPPER owns in and to said TRADEMARK RIGHTS together with the goodwill of the business in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK RIGHTS, along with the right to recover for damages and profits for past infringements thereof;

CAPPER covenants it has not executed and will not execute any agreement in conflict herewith and that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the TRADEMARK RIGHTS. If EREALTY desires to file a disclaimer relating thereto, or an application for a corresponding mark in a non-US country, CAPPER will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of EREALTY.

CAPPER further acknowledges that the entire beneficial interest in the mark together with the goodwill of the business in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK is hereby irrevocably vested in EREALTY as fully and entirely as the same would have been held and enjoyed by CAPPER if this assignment and sale had not been made including the right to make application for protection in all countries abroad and hereby assents to the making of any

such application. CAPPER further covenants that CAPPER will at all times communicate to EREALTY, its successors, assigns or legal representatives, all facts relating to said TRADEMARK RIGHTS or the history thereof, known to CAPPER and testify as the same in interferences or other litigation, when requested to do so.

CAPPER hereby authorizes the Commissioner of Patents and Trademarks of the United States to issue the TRADEMARK RIGHTS to EREALTY in accordance with the terms of this instrument.

IN TESTIMONY WHEREOF, I have set my hand this 20th day of April, 2000.

Russell Capper
Russell Capper

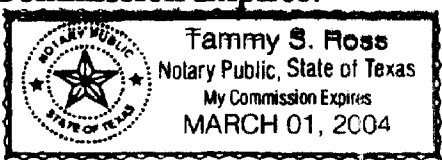
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Russell Capper known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same were his own acts and that he has executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 20th day of April, 2000.

Tammy S. Ross
Notary Public

My Commission Expires:



SCHEDULE "A"
TRADEMARK RIGHTS

Registered Marks:

Registration No.	Registration Date	Mark	Registry
2.297.106	11/30/1999	E-REALTY	Supplemental
2.297.105	11/30/1999	EREALTY	Supplemental

Pending Marks

Application No.	Filing Date	Mark	Registry
75/462.095	4/3/1998	E-REALTOR	Principal
75/475.483	4/17/1998	UNREALTY	Principal
75/510.596	6/29/1998	E-REALTY.COM	Supplemental
75/510.598	6/29/1998	EREALTY.COM	Supplemental
75/510.597	6/29/1998	UNREALTY.COM	Principal

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