

06-23-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5-22-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/22/2000 ASCOTT 00000063 200052 75491089

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 CH

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(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)

<input type="text" value="75491089"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2226864"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75669841"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2259522"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2269115"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

Authorization to charge additional fees: Yes 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.

David Adams

05/18/2000

Ted H. Sien
Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05 12 2000

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is made and entered into as of May 12, 2000, by Homes.com, Inc., a Delaware corporation ("HCI"), Homes.com, LLC, a Delaware limited liability company ("LLC"), and Real Estate Village.com, Inc., a California corporation ("REV") (HCI, LLC and REV are referred to herein each as a "Grantor" and collectively as "Grantors"), in favor of Comdisco, Inc., a Delaware corporation ("Grantee").

RECITALS

WHEREAS, Grantors and Grantee are parties to a certain Subordinated Loan and Security Agreement dated as of May 12, 2000 (including all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein.

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Grantee a Lien upon, *inter alia*, all right, title and interest of such Grantor in, to and under the Intellectual Property Collateral (as defined below), to secure the payment of all Secured Obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, and Grantee agree as follows:

1. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, each Grantor hereby grants to Grantee a continuing Lien upon all of such Grantor's right, title and interest in, to and under the following property, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral):

(i) all Patents and Patent Licenses, including those referred to in **Schedule A** attached hereto;

(ii) all Trademarks and Trademark Licenses, including those referred to in **Schedule B** attached hereto; and

(iii) all Proceeds of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any property, rights or Licenses to the extent that the grant by any Grantor of a Lien therein (i) would be

prohibited under applicable law or (ii) is expressly prohibited or restricted by any agreement or document governing such property, rights or Licenses, such prohibition or restriction is enforceable under applicable law and any consent required to overcome such prohibition or restriction has not been obtained; provided, that such limitation shall not affect, limit, restrict or impair the grant by any Grantor of a Lien in any right for money due or to become due in respect of such property, rights or Licenses.

Each Grantor shall be jointly and severally liable for, and promptly reimburse Grantee for, all fees and costs, including reasonable attorneys' fees, for the preparation, filing, recordation and releasing of all Liens provided for herein.

2. **Authorization.** Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Each Grantor covenants and warrants that it is the sole owner of the Intellectual Property Collateral granted by it hereunder, free of any and all Liens and encumbrances whatsoever other than Permitted Liens.

4. **Restrictions on Future Grants of Liens.** Except as permitted under the Loan Agreement, until all Secured Obligations are deemed by Grantee to be fully satisfied, each Grantor hereby agrees not to sell or assign or grant a Lien in the Intellectual Property Collateral, and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, that would affect the validity or enforcement of the rights granted to Grantee hereunder and under the Loan Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, the applicable Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents or instruments that may be necessary or desirable to aid Grantee in such enforcement and the applicable Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between any Grantor and Grantee, and no failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing the Secured Obligations, and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured Obligations this Agreement shall terminate and Grantee shall execute and deliver to Grantors all agreements, documents or instruments as may be necessary or proper to terminate Grantee's Liens in the Intellectual Property Collateral, subject to

any disposition thereof that may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantors and Grantee.

10. **Binding Effect**. This Agreement shall be binding upon the each Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. **Governing Law**. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first set forth above.

GRANTORS:

HOMES.COM, INC.

By: Robert E. Prince

Name: Robert E. Prince

Title: CEO

HOMES.COM, LLC.

By: Homes.com, Inc., its sole member

By: Robert E. Prince

Name: Robert E. Prince

Title: President

REAL ESTATE VILLAGE.COM, INC.

By: Robert E. Prince

Name: Robert E. Prince

Title: CEO

SCHEDULE A

PATENTS AND PATENT LICENSES

None as of the Closing Date

SCHEDULE B**TRADEMARKS AND TRADEMARK LICENSES**

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
United States	HOMES.COM		2,226,864	02/23/99
United States	Preferred Pages	75/491,089		05/26/98
United States	BESTMLS	75/669,841		03/29/99
United States	ONE ADDRESS. A WORLD OF INFORMATION.		2,259,522	07/06/99

SCHEDULE C

SERVICE MARKS

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
United States	Automation Quest		2,269,115	08/10/99 (registration)