

11-09-2000



101505532

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-25-00

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

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/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
- 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.)

09/19/2000 DNGUYEN 00000291 2230435

FOR OFFICE USE ONLY

40E

01 FC:481

40.00 DP

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,230,435"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Karl M. Zielaznicki

8/18/00

Name of Person Signing

Signature

Date Signed

WORLDWIDE TRADEMARK AND INTERNET DOMAIN NAME ASSIGNMENT

WHEREAS, **Skyscraper Consultants, Inc.**, a New York corporation, of 555 Fifth Avenue, New York, NY 10017 ("Owner"), is distributing certain trademark assets, domain name assets and other assets (the "Assets"), to Owner's sole shareholders, **Neil Bader** and **Marc Schwaber**, collectively, (the "Assignors"), and the Assignors are contributing the Assets to **MortgageIT, Inc.**, a New York corporation of 120 West 45th Street, New York, NY 10036 ("Assignee"), all pursuant to a Restricted Shares Agreement dated as of March 3, 2000 (the "Restricted Shares Agreement");

NOW THEREFORE, for good and valuable consideration as set forth in the Restricted Shares Agreement, the receipt and sufficiency of which is hereby acknowledged, Owner hereby assigns, transfers, conveys, distributes and delivers to Assignors, its successors and assigns, all of Owner's right, title and interest in and to the Assets set forth herein on Schedule A, together with any goodwill symbolized by the Assets being assigned, in all countries of the world including the United States, its territories and possessions, all causes of action for any and all past infringements of the Assets being assigned and the right to collect and retain the proceeds therefrom.

Owner hereby represents and warrants that it owns the entire right, title and interest in and to, and has the exclusive right to use, the Assets being transferred, free and clear of any liens.

FURTHER, for good and valuable consideration as set forth in the Restricted Shares Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign, transfer, convey and deliver to Assignee, its successors and assigns, all of Assignors right, title and interest in and to the Assets set forth herein on Schedule A, together with any goodwill symbolized by the Assets being assigned, in all countries of the world including the United States, its territories and possessions, all causes of action for any and all past infringements of the Assets being assigned and the right to collect and retain the proceeds therefrom.

Assignors hereby represent and warrant that they have received good and marketable title to the Assets being transferred from Owner, and assign their entire right, title and interest in and to the Assets names being transferred to Assignee, free and clear of any liens.

Owner and Assignors expressly agree to execute, acknowledge and deliver any other documents and instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Assets to Assignee and Owner and Assignors expressly agree to execute, acknowledge and deliver the Registrant Name Change Agreements, attached hereto as Exhibit A and Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of this ____ day of April 2000.

SKYSCRAPER CONSULTANTS, INC.

By [Signature]
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 4th day of April in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Marc Schwaben, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

MARY T. AMENDOLA
Notary Public, State of New York
No. 02AM6012930
Qualified in New York County
Commission Expires Sept. 8, 2000

By [Signature]
Neil Bader

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 4th day of April in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Neil Bader, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

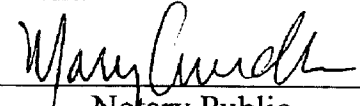
[Signature]
Notary Public

MARY T. AMENDOLA
Notary Public, State of New York
No. 02AM6012930
Qualified in New York County
Commission Expires Sept. 8, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

By 
Marc Schwaber

On the 4th day of April in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Marc Schwaber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

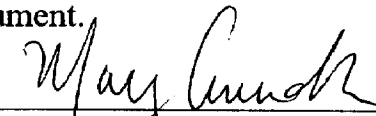
MARY T. AMENDOLA
Notary Public, State of New York
No. 02AM6012930
Qualified in New York County
Commission Expires Sept. 8, 2000

MORTGAGEIT, INC.

By 
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 4th day of April in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark C. Pappas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MARY T. AMENDOLA
Notary Public, State of New York
No. 02AM6012930
Qualified in New York County
Commission Expires Sept. 8, 2000

SCHEDULE A

1. U.S. Trademark Registration

Mark	Registration Number	Registration Date
LOANSATHOME.COM	2,330,435	March 14, 2000

2. Domain Name Registrations

loansathome.com
loansathome.net
loansathome.org

Registrant Name Change Agreement

Registrant Name Change Agreement



**NETWORK
SOLUTIONS**

Send this Agreement via fax to:
Network Solutions, Inc.
Attn: Registrant Change Group
Fax: (703) 742-6950

OR Send this Agreement via Postal Mail or
Courier to:
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
Phone: 1-800-779-1710 within the U.S. and
Canada
International: (703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com)
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below
Current Registrant's Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement
New Registrant's Address	Enter the correct address of the New Registrant
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt

Terms and Conditions	<p>The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.</p> <p>WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name").</p> <p>WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;</p> <p>WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <p>1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.</p> <p>2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.</p> <p>3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.</p>	
Signature Block	Current Registrant must complete below:	New Registrant must complete below:
	The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.	
	Organization	Organization
	Signature	Signature
	Signor's Name (please print)	Signor's Name (please print)
	Active email address	Active email address
	Phone Number	Phone Number
	Date	Date

Notarization	<p>A notary public or its foreign equivalent must certify the Current Registrant's signature.</p> <p>County of: _____ State of: _____</p> <p>The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.</p> <p>Notary's Name (printed): _____ Notary's Signature: _____ Date of notarization: _____ My commission expires: _____</p>
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Did you remember to:

- * **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.
- * **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select **Make Payments**, then choose **Make Payment for Your New Domain Name**. Enter your domain name and click **OK**.
- * **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.
- * **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt>

NEW! Priority Registrant Name Change Service

For \$199 per domain name change, we will process your Registrant Legal Name Change in two business days after receiving complete and correct information*. Our standard processing time is 3 to 6 weeks. To purchase this expedited service, speak with a customer service representative. Within the U.S. and Canada, call 1-800-779-1710. Internationally, dial +1 703 742-4777. The two business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time, (United States) each business day. Expedited service requests received after 3:00PM will be processed beginning on the next business day.



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- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
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Domain Name	One per Registrant Name Change Agreement
Transfer the registration for the domain name from:	As per the WHOIS record (URL: http://www.networksolutions.com)
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable
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Current Registrant's Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement
New Registrant's Address	Enter the correct address of the New Registrant
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL: http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt

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WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:	New Registrant must complete below:
The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.	
Organization	Organization
Signature	Signature
Signor's Name (please print)	Signor's Name (please print)
Active email address	Active email address
Phone Number	Phone Number
Date	Date

Notarization	<p>A notary public or its foreign equivalent must certify the Current Registrant's signature.</p> <p>County of: _____ State of: _____</p> <p>The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.</p> <p>Notary's Name (printed): _____ Notary's Signature: _____ Date of notarization: _____ My commission expires: _____</p>
---------------------	---

Did you remember to:

- * **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.
- * **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.
- * **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.
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