

09-29-2000

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101476101

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
First American Real Estate Solutions LLC

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State:
 Other - a California limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **First American Real Estate Solutions, L.P.**

Internal Address: _____
 Street Address: **5601 East La Palma**
 City: **Anaheim** State: **California** ZIP: **92807**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - **Delaware**
 Corporation - _____
 Other - _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: **August 1, 2000**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
Please see attached Schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Brian Jaenicke, Legal Assistant**
 Internal Address: **White & Case LLP**

Street Address: **1155 Avenue of the Americas**
 City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registration involved: **15**

7. Total fee (37 CFR 3.41): \$ **390.00**
 Enclosed
 Authorized to be charged to deposit account in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Brian T. Jaenicke
 Name of Person Signing

Signature

8/21/00
 Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/27/2000 **DBYRNE** **00000033 2349946**
 Commissioner of Patents and Trademarks
 Box Assignment **40.00 OP**
 Washington, D.C. **20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**SCHEDULE OF U.S. TRADEMARK
APPLICATIONS AND REGISTERED TRADEMARKS
OWNED BY FIRST AMERICAN REAL ESTATE SOLUTIONS LLC**

A. U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
Valuepoint	2,349,946
Win2Data	2,347,036

B. U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NUMBER</u>
Eagle Logo with RES Language	75/618,455
FARES	75/659,059
First American with RES Language	75/618,454
First American Real Estate Solutions	75/669,208
First Content	75/486,323
HPI	75/831,615
Home Price Index	75/831,616
Leads to Loans	75/733,604
Marketrac	75/733,624
Neighborhood Profile	75/733,623
RES	75/618,469
Real Estate Solutions	75/618,470
RealQuest	75/667,706

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") is made and entered into as of the 1st day of August, 2000, by and among FIRST AMERICAN REAL ESTATE SOLUTIONS LLC, a California limited liability company ("Assignor"), and FIRST AMERICAN REAL ESTATE SOLUTIONS, L.P., a Delaware limited partnership ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Contribution Agreement dated as of August 1, 2000 between The First American Corporation and Transamerica Corporation.

WHEREAS, Assignor desires to transfer and assign, and Assignee desires to acquire and assume, the federal trademarks, service marks, and federal trademark and service mark registrations and pending applications thereof identified in **Schedule A** annexed hereto (the "**Trademark Rights**").

NOW, THEREFORE, the parties agree as follows:

1. Assignor represents and warrants that:

(a) it has the full right and power to perform the obligations and grant the rights set forth in this Assignment and there are no outstanding encumbrances with respect to the registered Trademark Rights, agreements or assignments in existence inconsistent with the provisions of this Assignment or which purport to transfer the rights transferred hereby.

(b) the Trademark Rights have not knowingly been obtained through any activity, omission or representation that would limit, modify, restrict or destroy the validity of the Trademark Rights and Assignor has no knowledge or information that would impact the validity and/or enforceability of the Trademark Rights.

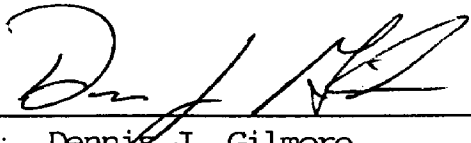
2. In consideration of payment by Assignee of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to the Trademark Rights, together with the goodwill of the business symbolized by the Trademark Rights, including all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

3. Assignee shall file any required documentation with the United States Patent and Trademark Office and any foreign office as is necessary to perfect this assignment of Trademark Rights herein, all costs to be borne by Assignee. Assignor agrees to sign or otherwise execute, or cause its Affiliates to execute, all documents necessary to carry out and perfect this Assignment.

4. This Assignment shall be deemed to be made in and under the laws of the State of California and for all purposes shall be construed interpreted and enforced in accordance with the laws of the State of California and without regard to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

FIRST AMERICAN REAL ESTATE
SOLUTIONS LLC

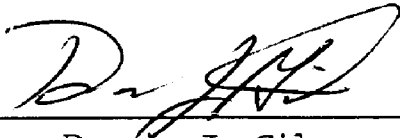
By: 
Name: Dennis J. Gilmore
Title: Authorized Representative

-Signature Page-

Assignment of Trademarks and Service Marks

FIRST AMERICAN REAL ESTATE SOLUTIONS,
L.P.

By: RES LLC, its General Partner

By: 
Name: Dennis J. Gilmore
Title: Authorized Representative

-Signature Page-

Assignment of Trademarks and Service Marks