

9.75 00

10-19-2000



Docket No.:

020550.001

Tab settings

101490938

To the Honorable Commissioner of Patents

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

HomeSpace Services, Inc.  
251 South Lake Avenue  
Pasadena, California 91101

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 2, 2000

2. Name and address of receiving party(ies):

Name: LendingTree, Inc.

Internal Address:

Street Address: 11115 Rushmore Drive

City: Charlotte State: NC ZIP: 28277

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/777,093 76/012,320  
76/014,798  
76/014,797

Additional numbers

B. Trademark Registration No.(s)

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jack D. Todd

Internal Address: Bank of America Corporate Center

Kennedy Covington Lobdell & Hickman, L.L.P.

Street Address: 100 N. Tryon Street

Suite 4200

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1215

10/18/2000 6TON11 00000054 7577093

DO NOT USE THIS SPACE

01 FD:481 40.00 OP  
02 FD:482 75.00 OP

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.

Jack D. Todd

Name of Person Signing

Signature

09/22/2000

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK

REEL: 002157 FRAME: 0285

DEED OF ASSIGNMENT OF TRADEMARK APPLICATIONS, TRADEMARKS,

AND TRADENAMES

WHEREAS, HomeSpace Services, Inc., a Florida corporation having a place of business at 251 South Lake Avenue, Pasadena, California 91101 (hereinafter referred to as "HomeSpace"), pursuant to an Asset Purchase Agreement ("APA") between HomeSpace, LendingTree, Inc., a Delaware corporation, ("Purchaser") and HomeSpace Acquisition Company, a Delaware corporation ("Acquisition Sub) is selling certain Assets to Purchaser, through Acquisition Sub, both such entities being located at 11115 Rushmore Drive, Charlotte, North Carolina 28277;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by HomeSpace, HomeSpace hereby makes the following transfer and promises with respect to the marks and tradenames listed in Schedule A, attached hereto and incorporated by reference herein, however they may be rendered (e.g., in any style of type and with or without other words) and in whatever language or alphabet it may be written or spoken (generically referred to hereinafter as "the trademarks"):

1. HomeSpace sells, assigns, transfers and conveys unto Acquisition Sub, its successors, assigns and legal representatives, all its right, title, and interest, throughout the world, in, to and under the following:

(a) the trademarks, together with the good will of the marks and of the business(es) to which the trademarks pertain, as well as all rights to sue, recover and retain damages for any past, current, or future infringement of the trademarks;

(b) all registrations and pending applications for registration of the trademarks, and intent-to-use applications, including, but not limited to, those registrations, pending applications for registration and/or intent-to-use applications listed in the attached Schedule A;

(c) all rights of trade dress, copyright, and/or trademark in any and all graphic designs that include the trademarks that may have been created or used by HomeSpace, together with the right to sue and recover and retain damages for any past, current, or future infringement by third parties of any such rights; and

(d) the tradenames, together with the goodwill of the tradenames and of the business(es) to which the tradenames pertain, as well all rights to sue, recover and retain damages for any past, current or future infringement of the tradenames.

2. HomeSpace hereby covenants that HomeSpace has the full right to convey the entire right, title and interest herein assigned and that HomeSpace has not executed and will not execute any agreement in conflict herewith.

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LIB: CH

**TRADEMARK**  
**REEL: 002157 FRAME: 0286**

3. HomeSpace agrees to promptly convey all files associated with the trademarks to Acquisition Sub and to execute any and all other deeds of assignment requested by Acquisition Sub or Purchaser for purposes of recording Acquisition Sub's acquisition of any of the various rights being conveyed to it by HomeSpace in Paragraph 1 of this Deed.

4. HomeSpace agrees that it has taken all necessary actions and made all necessary filings to ensure that the trademarks are valid and enforceable; provided, however, that HomeSpace has not, as of the date hereof, filed any Statement of Use with respect to any of the Intent-to-Use applications listed on Schedule A. HomeSpace agrees that it shall file Statements of Use with respect to each of the Intent-to-Use applications listed on Schedule A within five (5) business days. HomeSpace further agrees that it will not (i) contest the validity or enforceability of the trademarks, in legal proceedings or in any other circumstances, or (ii) use the trademarks, anywhere in the world, except pursuant to the terms contained in the APA or express written permission obtained from Acquisition Sub or its successor in interest to the rights transferred to it by this Deed.

5. To the extent not governed by federal law, this Deed is governed by California law.

[Signature Pages Follow]

Signed and sealed as of this day first above written,

HomeSpace Services, Inc. (formerly known as Amerinet  
Financial Systems, Inc.)

By: [Signature]  
Name: Henry T. DeNero  
Title: Chairman and Chief Executive Officer

HomeSpace, Inc.

By: [Signature]  
Name: Henry T. DeNero  
Title: Chairman and Chief Executive Officer

HomeSpace Delaware, Inc.

By: [Signature]  
Name: Henry T. DeNero  
Title: Chairman and Chief Executive Officer

Date: August 2, 2000.

State of California

County of Los Angeles

Before me personally appeared Henry T. DeNero, the above-identified individual who acknowledged that he executed the foregoing assignment in the capacities indicated on behalf of said corporations on the 2nd day of August, 2000



[Signature]  
Notary Public in and for the  
State of California  
My Commission Expires: March 22, 2002

[Signature Pages Continue]

1832468.04  
LIB: CH

[Assignment of Trademark Applications, Trademarks and Tradenames]

TRADEMARK  
REEL: 002157 FRAME: 0288

Assignment Accepted:

LENDINGTREE, INC.

By: 

Name: Douglas R. Lebda

Title: Chief Executive Officer

HOMESPACE ACQUISITION COMPANY

By: 

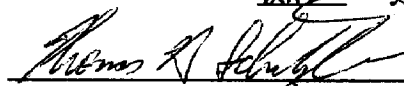
Name: Douglas R. Lebda

Title: Chief Executive Officer and President

State of North Carolina

County of Mecklenburg

Before me personally appeared Douglas R. Lebda, the above-identified individual who acknowledged that he/she has authority to accept the foregoing assignment and acknowledged the same to be his/her free act and deed on this 2nd day of August, 2000.



Notary Public in and for the  
State of North Carolina

My Commission Expires: August 14, 2000

[NOTARIAL SEAL]

THOMAS H. SCHNITZLEIN

[Assignment of Trademark Applications, Trademarks and Tradenames]

TRADEMARK  
REEL: 002157 FRAME: 0289

SCHEDULE A

**TRADEMARKS**

MARK	TRADEMARK REGISTRATION/ APPLICATION NO.	DATE OF REGISTRATION/ APPLICATION
HOMESPACE	75/721354	June 4, 1999
HOMESPACE.COM	75/723375	June 7, 1999
HOMESPACE and design	75/777093	August 16, 1999
HOMESPACE ADVOCATE	76/014798 (intent to use)	March 23, 2000
HOMESPACE CONSULTANT	76/014799 (intent to use)	March 23, 2000
HOMESPACE (design only)	76/014797 (intent to use)	March 24, 2000
HOMESPACE and design	76/012320 (intent to use)	March 24, 2000

**TRADENAMES**

TRADENAME	DATE OF FIRST USE
Home Advocate	March 12, 1998



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

August 2, 1999

CSC

TALLAHASSEE, FL

Re: Document Number 260418

The Articles of Amendment to the Articles of Incorporation for AMERINET FINANCIAL SYSTEMS, INC. which changed its name to HOMESPACE SERVICES, INC., a Florida corporation, were filed on August 2, 1999.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Cheryl Coulliette  
Document Specialist  
Division of Corporations

Letter Number: 899A00039100

Account number: 072100000032

Account charged: 43.75

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on August 2, 1999, to Articles of Incorporation for AMERINET FINANCIAL SYSTEMS, INC. which changed its name to HOMESPACE SERVICES, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 260418.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Second day of August, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State



ARTICLES OF AMENDMENT TO  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
AMERINET FINANCIAL SYSTEMS, INC.

99 AUG -2 PM 1:32  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1006 of the Florida Statutes, AmeriNet Financial Systems, Inc., a Florida corporation (the "Corporation"), certifies that:

1. The amendment set forth herein was duly recommended by resolutions adopted by the Board of Directors at a duly noticed Special Meeting of the Board of Directors held on July 9, 1999.

2. The amendment set forth herein was approved by the sole shareholder at a duly noticed Special Meeting held on July 9, 1999. The number of votes cast for the amendment were sufficient for approval.

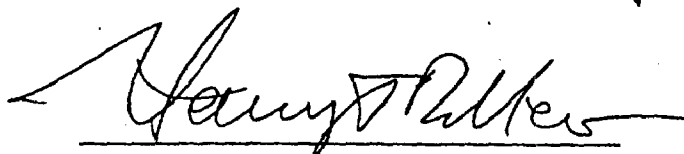
Pursuant to Section 607.1006 of the Florida Statutes, the Amended and Restated Articles of Incorporation of this Corporation are hereby amended by changing Article I to read in full as follows:

"ARTICLE I

NAME

The name of the corporation is HomeSpace Services, Inc."

IN WITNESS WHEREOF, for the purposes of amending the Amended and Restated Articles of Incorporation of this Corporation under the laws of the State of Florida, the undersigned officer has executed these Articles of Amendment as of the 30 day of July, 1999.

  
Henry DeNero, Chief Executive Officer