

11-02-2000



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Submission Type

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

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10/12/1999

Name

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)

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.)

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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)

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.

Bradley P. Hartman

10/18/00

Name of Person Signing

Signature

Date Signed

STOCK PURCHASE AGREEMENT

BY AND AMONG

HOMESTORE.COM, INC.

FAS-HOTLINE, INC.

THE SHAREHOLDERS OF THE FAS-HOTLINE, INC.

AND

CENTRAL NEWSPAPERS, INC.,

AS SHAREHOLDER AGENT

Dated as of October 12, 1999

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Exhibit G	List of Employees Signing Employment and Non-Competition Agreements
Exhibit H	Form of Snell & Wilmer L.L.P. Legal Opinion
Exhibit I	Form of Fenwick & West LLP Legal Opinion

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of October 12, 1999 by and among homestore.com, Inc., a Delaware corporation ("**Purchaser**"), The FAS-Hotline, Inc., an Arizona corporation ("**FAS**"), the shareholders of FAS as listed on **Exhibit A** hereto (collectively, the "**Shareholders**" and each, a "**Shareholder**") and, also with respect to Article 8; Central Newspapers, Inc., an Indiana corporation ("**CNI**"), as Shareholder Agent.

RECITALS

A. The Shareholders own and will own all of the outstanding capital stock of FAS (including all options, warrants and other rights to acquire capital stock of FAS).

B. Upon the terms and subject to the conditions hereof, the Shareholders wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Shareholders, all of the outstanding capital stock of FAS (including all options, warrants and other rights to acquire capital stock of FAS) for an aggregate purchase price of

**** CONFIDENTIAL INFORMATION
REDACTED ****

C. Purchaser shall have the right to set off a portion of the principal and interest on the Notes for purposes of satisfying certain liabilities, damages, losses, expenses and other similar charges which result from a breach of the representations, warranties, covenants and agreements of FAS and the Shareholders as set forth in Article 8.

D. As a material inducement for Purchaser to purchase the capital stock of FAS, certain key employees are entering into employment and non-competition agreements in the form attached hereto as **Exhibit C** (the "**Employment and Non-Competition Agreement**") with Purchaser, each of which shall become effective as of the Closing.

E. As a material inducement for Purchaser to purchase the capital stock of FAS, CNI is entering into the non-competition and non-solicitation agreement in the form attached hereto as **Exhibit D** (the "**Non-Competition and Non-Solicitation Agreement**") with Purchaser, which shall become effective as of the Closing.

F. As a material inducement for Purchaser to purchase the capital stock of FAS, Richard Ganley is entering into the consulting and non-competition agreement in the form attached hereto as **Exhibit E** (the "**Consulting Agreement**") with Purchaser, which will become effective as of the Closing.

IN WITNESS WHEREOF, Purchaser, FAS, the Shareholders and, with respect to Article 8 only, the Shareholder Agent have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

HOMESTORE.COM, INC.

By: Steve Hill

Title: CHIEF EXECUTIVE OFFICER

FAS-HOTLINE, INC.

By: _____

Title: _____

SHAREHOLDERS

CENTRAL NEWSPAPERS, INC.

By: _____

Title: _____

RAMAS, L.P.

By: _____

Richard Ganley,
its General Partner

Address: _____

Phone: _____

Facsimile: _____

FAS STOCK PURCHASE AGREEMENT

IN WITNESS WHEREOF, Purchaser, FAS, the Shareholders and, with respect to Article 8 only, the Shareholder Agent have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

HOMESTORE.COM, INC.

By: _____

Title: _____

FAS-HOTLINE, INC.

By: [Signature]

Title: President

SHAREHOLDERS

CENTRAL NEWSPAPERS, INC.

By: _____

Title: _____

RAMAS, L.P.

By: [Signature]

Richard Ganley,
its General Partner

Address: 12110 E Gold DUST AVE
Scottsdale AZ 85259

Phone: 480-661-7515

Facsimile: 480-922-1108

FAS STOCK PURCHASE AGREEMENT