

11-09-2000



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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**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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

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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

Name of Person Signing

Signature

10/26/00

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Home Buyer's Fair, Inc.

10/12/1999

Formerly Home Buyer's Fair, LLC

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Arizona

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Homestore.com, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 225 West Hillcrest Drive

Address (line 2) Suite 100

Address (line 3) Thousand Oaks California 91360

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

her

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 the Assignment.)

Citizenship/State of Incorporation/Organization Delaware

**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)

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**STOCK PURCHASE AGREEMENT**

**BY AND AMONG**

**HOMESTORE.COM, INC.**

**THE HOMEBUYER'S FAIR, INC.**

**THE SHAREHOLDERS OF THE HOMEBUYER'S FAIR, INC.**

**AND**

**CENTRAL NEWSPAPERS, INC.,**

**AS SHAREHOLDER AGENT**

**Dated as of October 12, 1999**

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| <b>Exhibit F</b>                                   | <b>Form of Pledge Agreement</b>  |
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| <b>Exhibit H</b>                                   | <b>Form of Snell &amp; Wilmer L.L.P. Legal Opinion</b>                     |
| <b>Exhibit I</b>                                   | <b>Form of Fenwick &amp; West LLP Legal Opinion</b>                        |

## 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 Homebuyer's Fair, Inc., an Arizona corporation ("**HBF**"), the current shareholders of HBF as of the date hereof and certain persons who will become shareholders of HBF prior to the Closing (as defined in Section 1.2 hereof), each 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 HBF (including all options, warrants and other rights to acquire capital stock of HBF).

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 HBF (including all options, warrants and other rights to acquire capital stock of HBF) 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 HBF and the Shareholders as set forth in Article 8.

D. As a material inducement for Purchaser to purchase the capital stock of HBF, 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 HBF, 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.



IN WITNESS WHEREOF, Purchaser, HBF, 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 Cook

Title: CHIEF EXECUTIVE OFFICER

THE HOMEBUYER'S FAIR, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SHAREHOLDERS

CENTRAL NEWSPAPERS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

RAMAS, L.P.

By: \_\_\_\_\_

Richard Ganley,  
its General Partner

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\*\*\*HBF STOCK PURCHASE AGREEMENT\*\*\*

IN WITNESS WHEREOF, Purchaser, HBF, 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: \_\_\_\_\_

THE HOMEBUYER'S FAIR, 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: 480-522-1108

\*\*\*HBF STOCK PURCHASE AGREEMENT\*\*\*