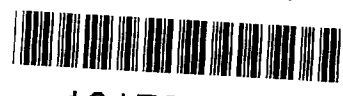


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Homebid.com, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Homestore.com, Inc.
Internal
Address: _____
Street Address: 30700 Russel Ranch Rd.
Westlake
City: Village State: CA Zip: 91362

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Agreement Change of Name
 Other Asset Purchase Agreement

Execution Date: 2/16/01

4. Application number(s) or registration number(s):
76088495 76076459
 A. Trademark Application No.(s) 76076460,
76088496, 75716618, 75703661,
75720649, 76076553, 76088497
76076552, 76088445, Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Bradley P. Hartman
 Internal Address: Morrison & Hecker LLP

 Street Address: 2800 N. Central
Suite 1600
 City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290
 Enclosed
 Authorized to be charged to deposit account
Excess charges only.

8. Deposit account number:
501383
 (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.

Bradley P. Hartman
 Name of Person Signing

[Signature]
 Signature

5/10/01
 Date

Total number of pages including cover sheet, attachments, and document: 11

05/18/2001 GTDN11 00000053 76088495
 01 FE:481 40.00 DP
 02 FC:482 250.00 DP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002298 FRAME: 0554

Asset Purchase Agreement

by and between

Homestore.com, Inc.

And

Homebid.com, Inc.

Dated as of

February 16, 2001

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into as of February 16, 2001, by and between **HOMESTORE.COM, INC.**, a Delaware corporation (“**Homestore**”) and **HOME BID.COM, INC.**, a Delaware corporation (“**Company**”). Certain capitalized terms used in this Agreement are defined in **Exhibit A**.

The Parties agree as follows:

**ARTICLE I
PURCHASE AND SALE; CLOSING**

1.1 PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES.

Subject to the terms and conditions of this Agreement, on the Closing Date, Company will sell, convey, assign, transfer and deliver to Homestore, and Homestore will purchase, acquire and accept from Company, all of the Purchased Assets, but not the Retained Assets (together with the other transactions contemplated or required by this Agreement, the “**Transactions**”). Subject to the terms and conditions of this Agreement, on the Closing Date, Homestore also will assume and agree to pay, perform and discharge when due the Assumed Liabilities, but not the Retained Liabilities. Company shall remain fully and solely liable for all of the Retained Liabilities.

1.2 PURCHASE PRICE.

REDACTED – CONFIDENTIAL

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Transactions and the other actions contemplated by this Agreement to occur in connection therewith (the “**Closing**”) will take place at the offices of O’Melveny & Myers LLP, 400 South Hope Street, Los Angeles, California 90071, on February 16, 2001, or at such other later time and other place as the Parties hereto may mutually agree upon (the “**Closing Date**”). The Parties agree that time is of the essence and will diligently work towards the Closing Date.

otherwise made available to Homestore for review. The Contracts included among the Purchased Assets (listed on **Schedule A-2** attached hereto) are in full force and effect, constitute legal, valid and binding obligations of the respective parties thereto, and are enforceable in all material respects in accordance with their respective terms and will continue to be valid and enforceable following the Closing. Company has, in all material respects, performed all of the obligations required to be performed by it to date, and there exists no default, or any event which upon the giving of notice or the passage of time, or both, would give rise to a claim of a default in the performance by Company or, to Company's Knowledge, any other party, of their respective obligations thereunder. Except as set forth on **Schedule 2.11**, no consent or approval by, or any notification or filing with, any party to any Contract is required in connection with the execution, delivery and performance by Company of this Agreement or the consummation by Company of the Transactions.

2.12 ACCOUNTS RECEIVABLE. **Schedule 2.12** lists, and shows the aging of, all Company's accounts receivable as of February 15, 2001, net of specified discounts, allowances, rebates, and reserves. Company's accounts receivable have arisen in the Ordinary Course, and represent valid and enforceable obligations due within 90 days of the invoice date.

2.13 INTELLECTUAL PROPERTY.

(a) Paragraph (a) of **Schedule 2.13** attached hereto sets forth a list of all registered Intellectual Property owned by Company (the "**Registrations**"). The Registrations are valid and subsisting and Company is the exclusive owner of, and enjoys all rights of ownership with respect to, the Registrations.

(b) Paragraph (b) of **Schedule 2.13** sets forth a list of all URLs and unregistered Intellectual Property used or owned by Company, including the URLs <http://www.homebid.com>, <http://www.homebid.net>, and <http://www.homebid.gov>. Except as disclosed in **Schedule 2.13**, the URLs are validly registered in Company's name. Except as disclosed in **Schedule 2.13**, Company owns and has good and exclusive title to, and has the exclusive right to use, all of such URLs and such unregistered Intellectual Property.

(c) Paragraph (c) of **Schedule 2.13** sets forth all of the Intellectual Property in which Company has an interest as a licensee. Such licensed Intellectual Property is free and clear of any Encumbrance. Except as indicated in paragraph (c) of **Schedule 2.13**, Company has the right to sublicense all such Company-licensed Intellectual Property to Homestore, and Company has the right to transfer or assign such licenses to Homestore without the consent or approval of any party. Company is the exclusive licensee of all licensed trademarks and trade names used in connection with the Business. Notwithstanding any provision hereof to the contrary, however, Company has no right, title or interest in any trademarks of its customers that may be displayed on any sites operated by the Company or otherwise used in its Business.

(d) Except as set forth in paragraph (d) of **Schedule 2.13**, Company has not received any threat, demand or notice of claim from any person or entity asserting that Company's use of any of the Intellectual Property or the Registrations constitutes any infringement, interference, violation misappropriation, breach or wrongful use of the intellectual

property rights of any other person or entity and Company is not party to any proceeding or outstanding decree, order, judgment, agreement or stipulation restricting in any manner the use, transfer, or licensing by Company of any Intellectual Property, or which may affect the validity, use or enforceability of such Intellectual Property by Company.

(e) Paragraph (e)(1) of **Schedule 2.13** sets forth each item of proprietary software owned by Company together with an indication of whether it was purchased by Company or created for Company by an employee or independent contractor. Except as disclosed on **Schedule 2.13**, Company is the exclusive owner of all right, title and interest in all proprietary software created by employees or independent contractors, including all Intellectual Property rights therein. Except as described in paragraph (e)(2) of **Schedule 2.13**, no third-party software is integral to Company's proprietary software (other than information feeds from subscription sources and operating systems and software programs of general availability and application, none of which is integral to the source codes of Company's proprietary software). The rights of Company in the proprietary software listed in paragraph (e)(1) and (2) of **Schedule 2.13**, together with third-party software held under valid operation licenses, constitute all material software used by Company in the conduct of the Business (other than software excluded from the definition of Intellectual Property). Company does not pay royalties with respect to any Intellectual Property to any party.

2.14 CONSENTS; COMPLIANCE WITH LAW.

(a) Company holds Consents from the Governmental Agencies listed in **Schedule 2.14**. Except as set forth in **Schedule 2.14**, these Consents are valid and unimpaired are not affected by the Transactions, and constitute all the Consents required for the ownership or occupancy of the Purchased Assets. Except as set forth in **Schedule 2.14**, Company has not entered into any agreement with, had any material dispute with, or, to its Knowledge, been investigated by, any Governmental Agency, community group, or other third party.

(b) Company has operated the Business in compliance with all applicable Laws, including without limitation, any and all environmental laws and regulations, and all required Filings have been properly made, except for failures of compliance or failures to make required filings that, singly or in the aggregate, would not have a Material Adverse Effect.

(c) No action, proceeding, revocation proceeding, amendment procedure, writ or injunction is pending, and to Company's Knowledge, no action, proceeding, revocation proceeding, amendment procedure, writ or injunction has been threatened by any Governmental Agency against Company concerning any Consents and Company has no Knowledge of any fact or circumstance which would involve Company in any litigation related thereto or impose upon Company any material liability, including without limitation, environmental liability.

2.15 EMPLOYEES.

(a) **Schedule 2.15** contains: (1) a list of the names, office locations, and compensation of all full and part-time employees of the Business, and the names of all Company's officers, directors and stockholders; (2) a description of all material employee

“Creditor Escrow Amount” means the Escrow Agreement between Homestore, Company and Escrow Agent in the form of **Exhibit L**.

“Creditor Escrow Agreement” is defined in **Section 1.2**.

“Encumbrances” means liens, mortgages, pledges, security interests, restrictions, prior assignments, options, encumbrances, charges, agreements, or claims of any kind, except (a) any encumbrance expressly created by Contracts listed in the Schedules attached hereto; (b) liens for Taxes, assessments, governmental charges or levies not due or payable as of the Closing or being contested in good faith; (c) material men’s, mechanics’, carriers’, warehouse men’s, landlords’, workmen’s, repairmen’s, employees’ or other similar liens arising in the Ordinary Course; (d) any restrictions on transfer imposed by applicable Laws (other than environmental Laws); (e) any imperfections of title, liens, security interests, claims and other charges and encumbrances the existence of which do not, individually or in the aggregate, have a Material Adverse Effect or (f) the interest of the licensor in any Intellectual Property in which the Company has an interest as licensee (the **“Permitted Encumbrances”**).

“Escrow Agent” means U.S. Bank Trust National Association.

“Filings” means all filings, reports, notices, certificates, forms or other documents filed with or submitted to Governmental Agencies.

“Financial Statements” means the unaudited balance sheet and the related statements of operations and accumulated deficit and cash flows of Company and any notes thereto, as at and for the fiscal year ended December 31, 2000 and the audited balance sheet and the related statements of operations and accumulated deficit and cash flows of Company and any notes thereto, as at and for the fiscal year ended December 31, 1999, attached hereto as **Schedule A-3**.

“Financial Statements Date” shall mean December 31, 2000.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

“Governmental Agencies” means federal, state and local governments, and their subdivisions, instrumentalities, departments, agencies, courts, tribunals or other bodies.

“Holdback Amount” is defined in **Section 1.2**.

“Holdback Escrow Agreement” means the Escrow Agreement between Homestore, Company and Escrow Agent in the form of **Exhibit J**.

“Intellectual Property” means any or all of the following and all rights in, arising out of, or associated therewith all such rights used in the operation of the Business, including, but not limited to: (i) all United States, international and foreign patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical information, data and customer lists, engineering procedures and all documentation relating to any of the foregoing;

(iii) all copyrights, copyrights registrations and applications therefore, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefore throughout the world; (v) all trade names, logos, URLs (including <http://www.homebid.com>), common law trademarks and service marks, brand names, trademark and service mark registrations and applications therefore throughout the world for Homebid.com, and all such other brand names and trade marks used by Company for professional customers; (vi) all software (excluding "shrink wrapped" software or other software which is generally available to the public), (vii) customer lists, mailing lists, or know-how (viii) all databases and data collections and all rights therein throughout the world; and (ix) any similar or equivalent rights to any of the foregoing anywhere in the world.

"Interim Term" is defined in **Section 7.9**.

"Inventory" means all of Company's inventory of all goods used or useful in the Business, including all of Company's right, title, and interest in and to such goods.

"Key Employee" means the following employees of Company identified by Homestore: Mark Armstrong, Gary James, Wayne Thayer, Cindy Hilker, David Boyd, Rita Al-Shammari, Todd Fletcher, Carlos Peinado, Issac Gomez, Matt Uleplic, Shawn Rutledge, Gary Gilbert, Paul Chong, Dan Doden, Tom Schaeffer, Chi Lee, William Thomas, Dawn Bolukbasi, Randall Johansen, Debra Palacios, David Bowler, Martha Hall, Sherry Severide and Eric Nilsen.

"Key Officer" means Kevin Hickey, Jim Faughnan, Tyler Hanson and Michael Vicari.

"Key Stockholder" means J.P. Morgan Partners (SBIC), LLC, Accel VI, L.P., Accel Internet Fund II, L.P., Accel Keiretsu VI, L.P., Accel Investors '98, L.P. and Canaan Equity, L.P.

"Knowledge" of Company means the person or entity's actual knowledge after reasonable inquiry of Company's personnel responsible for the subject matter in question.

"Law" means any statute, rule, regulation or other provision of law, or any order, judgment or other direction of a court or other tribunal, or any other governmental requirement, permit, registration, license or authorization, including but not limited to Real Estate Settlement Procedures Act.

"Lease Escrow Agreement" means the Escrow Agreement between Homestore, Company and Escrow Agent in the form of **Exhibit K**.

"Lease Escrow Amount" is defined in **Section 1.2**.

"Lessor" is defined in **Section 7.9**.

"Losses" is defined in **Section 8.2**.

"Material Adverse Effect" means a material adverse effect on the condition (financial or other), operations or prospects of the Business or the Purchased Assets.

"New Lessee" is defined in **Section 7.9**.

“**Offer Letter**” means the Offer Letters between Homestore and the Key Employees in the form of **Exhibit D**.

“**Ordinary Course**” means the ordinary and usual course of the conduct of the Business substantially as currently conducted and conducted in the past.

“**Parties**” means the parties to this Agreement named in the preamble.

“**Permitted Encumbrances**” is defined in the definition of **Encumbrances**.

“**Personal Property**” means all personal property owned or leased by Company with a value greater than \$100 and all interests of Company therein.

“**Preferred Stock**” is defined in **Section 2.2**.

“**Primary Office Space**” means Suite 150 consisting of approximately 9,113 square feet in Gainey Ranch Corporate Center, Phase IV located at 8700 Gainey Center Drive, Scottsdale, Arizona 85258.

“**Purchased Assets**” means the Business and all assets and property of Company, real or personal, tangible or intangible, used in or in connection with the Business, including, without limitation, all of Company’s right, title, and interest in, to, and under the following:

- (a) all Inventory
- (b) Company’s current list of customers;
- (c) all accounts receivable owned by the Company as of February 15, 2001;
- (d) all vendor credits, price adjustments or related rights, rebates, and deposits with suppliers and others;
- (e) all Intellectual Property, source code and Internet servers used or useful in the Business;
- (f) all rights in and under Contracts listed in **Schedule A-2**;
- (g) all transferable Consents used in or required for the lawful conduct of the Business,
- (h) all customer and project files and records (including but not limited to those in written or electronic format), records relating to operations;
- (i) all diagrams, construction data, blueprints, instruction manuals, maintenance manuals, reports and similar documents or records relating to operations used or useful in the Business;
- (j) all causes of action, complaints and rights currently in litigation or which could result in litigation which would or could benefit the Purchased Assets;

**SCHEDULE 2.13
TO
ASSET PURCHASE AGREEMENT**

(a) Company Registered Intellectual Property:

1. Applications to register trademarks have been filed for:
 - (i) Homebid.com - IC9, IC35, IC42;
 - (ii) Offer Manager - IC9, IC42;
 - (iii) Arrow and Target Design – IC9, IC42; and,
 - (iv) Powering Online Home Sales – IC9, IC42.

2. Copyright applications filed for the following software:
 - (i) Homebid.gov;
 - (ii) Offer Manager 1.0; and,
 - (iii) Offer Manager 2.1.

(b) URLs and unregistered Intellectual Property used or owned by Company:

1. www.homebid.com;
2. www.homebid.gov;¹
3. www.homebid.net;²
4. ehomesale.homebid.com;
5. salesdemo.homebid.com;
6. omtrain.homebid.com;
7. practice.homebid.com;
8. demo.homebid.com;
9. demo2.homebid.com;
10. demo3.homebid.com;
11. ftp.homebid.com;
12. ops1;
13. ops2;
14. www.frontdoorsuites.com;
15. www.frontdoorsuite.com;
16. www.frontdoorsuites.net; and,
17. www.frontdoorsuite.net.

Company claims unregistered rights in trade secrets and unregistered copyrights associated with its software programs, certain business processes and certain written and electronic materials and files used in the Business, which the Parties have agreed are impractical to list herein. Company makes no representation or warranty that its rights to the unregistered Intellectual Property are exclusive.

¹ URL www.homebid.gov is not registered.

² URL www.homebid.net is not registered.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of
the date first above written.

HOMESTORE.COM, INC.

By: _____
Name: *Joseph J. Shew*
Title: *V.P. Finance & Vice Secretary*

HOME BID.COM, INC.

By: _____
Name: Kevin Hickey
Title: President

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

HOMESTORE.COM, INC.

By: _____
Name:
Title:

HOME BID.COM, INC.

By: Kevin Hickey
Name: Kevin Hickey
Title: President