

06-21-2001

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

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

1. Name of conveying party(ies): 6-11-01
 Stephen P. Ziomek

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 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: _____
 Address: _____
 Street Address: 30700 Russell Ranch Road
Westlake Village
 City: _____ 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
 (Designation 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 _____

Execution Date: December 31, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 1,954,683;
1,936,897; 1,924,010; 1,936,644;
1,959,643; 1,899,185; 1,905,889

Additional number(s) attached Yes No

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

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

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed
 Authorized to be charged to deposit account

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 [Signature] June 11, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

06/21/2001 LMJELLER 00000008 501383 1954683

01 FC:481 40.00 CH
02 FC:482 150.00 CH

TRADEMARK
REEL: 002317 FRAME: 0159

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
(CONTINUATION)**

1. Name of conveying parties (continued)

Richard A. Ganley, individually

FAS-Hotline, a general partnership

FAS-Hotline Partnership, a general partnership

FAS-Hotline, Inc., an Arizona corporation

Stephen P. Ziomek and Richard A. Ganley Partnership, a general partnership

Home Buyer's Fair, Inc., an Arizona corporation

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is effective as of the 31st day of December, 1999 (the "Effective Date"), by Stephen P. Ziomek ("Ziomek") and Richard A. Ganley ("Ganley"), individually and as members of "FAS-Hotline," the "FAS-Hotline Partnership," and the "Stephen P. Ziomek and Richard A. Ganley Partnership" (collectively, "Assignors") to Homestore.com, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors owned and used in their respective businesses the trademarks and service marks listed in the attached Schedule A (the "Marks").

WHEREAS, Assignors formed FAS-Hotline, Inc., an Arizona corporation (the "Company") on or about July 7, 1994 and served as officers and directors of the Company;

WHEREAS, the Marks, together with the goodwill associated with them, were transferred to and subsumed by the Company;

WHEREAS, Home Buyer's Fair, Inc. is the wholly-owned subsidiary of Assignee pursuant to that certain stock purchase agreement of October 12, 1999 (the "Agreement");

WHEREAS, the Company merged with Home Buyer's Fair, Inc. pursuant to that certain merger agreement of February 18, 2000 recorded with the Arizona Corporation Commission on February 28, 2000 (the "Merger");

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Pursuant to the Merger, Assignors do hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date their respective entire right, title and interest, whether statutory or at common law, in and to the Marks, together with goodwill of the businesses symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignors and used in connection with the Marks, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries listed in Schedule A, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. As of the Effective Date, all right, title and interest in the Marks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and not been made. Without limitation to the foregoing, Assignors assign with the Marks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, not or hereafter, may be secured throughout the world.

3. The Commissioner of Patents and Trademarks of the United States is requested to issue to the Assignee the Certificates of Registration for the following United States Marks:

- a. CMR (stylized) (Registration No. 1,954,683)
- b. THE CENTER FOR MOBILITY RESOURCES (Registration No. 1,936,897)
- c. INNOVATIONS IN RELOCATION (Registration No. 1,924,010)
- d. MOBILITY RESOURCES (Registration No. 1,936,644)
- e. VALUENET (Registration No. 1,959,643)
- f. MOBILITY ASSISTANCE (Registration No. 1,899,185)
- g. VALUE SERVICE NETWORK (Registration No. 1,905,889)

4. Assignors agree to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in Assignee.

5. Assignors agree and undertake that they will not facilitate or assist any other person or entity to: (1) challenge the validity of this assignment; (2) oppose or otherwise challenge any registration, renewal, or application for registration of the Marks in the U.S. or any other country in the name of Assignee; (3) challenge Assignee's rights to use, license or otherwise deal with the Marks in the U.S. or any other country; or (4) use the Marks (or any substantially identical or deceptively similar trademark) in the U.S. or any other country after the date of this Assignment, unless Assignors has the express, written authorization of Assignee to do so.

6. Assignors hereby represent and warrant that they have full right to convey the entire right, title and interest in the Marks herein assigned.

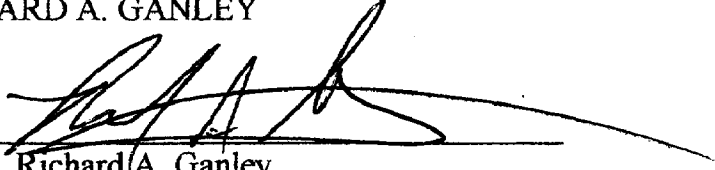
7. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

IN WITNESS WHEREOF, Assignors have caused this Assignment of Intellectual Property Rights to be executed and delivered as of the Effective Date.

STEPHEN P. ZIOMEK

RICHARD A. GANLEY

By: Stephen P. Ziomek,
individually and as a member of "FAS-
Hotline," "FAS-Hotline Partnership,"
and the "Stephen P. Ziomek and
Richard A. Ganley Partnership"



By: Richard A. Ganley,
individually and as a member of "FAS-
Hotline," "FAS-Hotline Partnership,"
and the "Stephen P. Ziomek and
Richard A. Ganley Partnership"

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SCHEDULE A

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
CMR (Stylized)	U.S.A.	1,954,683	02/16/1996
THE CENTER FOR MOBILITY RESOURCES	U.S.A.	1,936,897	11/21/1995
INNOVATIONS IN RELOCATION	U.S.A.	1,924,010	10/03/1995
MOBILITY RESOURCES	U.S.A.	1,936,644	11/21/1995
VALUENET	U.S.A.	1,959,643	03/05/1996
MOBILITY ASSISTANCE	U.S.A.	1,899,185	06/13/1995
VALUE SERVICE NETWORK	U.S.A.	1,905,889	07/19/1995

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WHEREAS, Assignors owned and used in their respective businesses the trademarks and service marks listed in the attached Schedule A (the "Marks").

WHEREAS, Assignors formed FAS-Hotline, Inc., an Arizona corporation (the "Company") on or about July 7, 1994 and served as officers and directors of the Company;

WHEREAS, the Marks, together with the goodwill associated with them, were transferred to and subsumed by the Company;

WHEREAS, Home Buyer's Fair, Inc. is the wholly-owned subsidiary of Assignee pursuant to that certain stock purchase agreement of October 12, 1999 (the "Agreement");

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NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Pursuant to the Merger, Assignors do hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date their respective entire right, title and interest, whether statutory or at common law, in and to the Marks, together with goodwill of the businesses symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignors and used in connection with the Marks, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries listed in Schedule A, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. As of the Effective Date, all right, title and interest in the Marks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and not been made. Without limitation to the foregoing, Assignors assign with the Marks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, not or hereafter, may be secured throughout the world.

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4. Assignors agree to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in Assignee.

5. Assignors agree and undertake that they will not facilitate or assist any other person or entity to: (1) challenge the validity of this assignment; (2) oppose or otherwise challenge any registration, renewal, or application for registration of the Marks in the U.S. or any other country in the name of Assignee; (3) challenge Assignee's rights to use, license or otherwise deal with the Marks in the U.S. or any other country; or (4) use the Marks (or any substantially identical or deceptively similar trademark) in the U.S. or any other country after the date of this Assignment, unless Assignors has the express, written authorization of Assignee to do so.

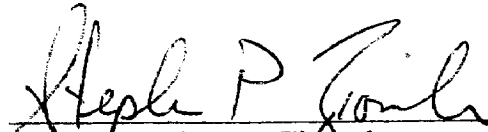
6. Assignors hereby represent and warrant that they have full right to convey the entire right, title and interest in the Marks herein assigned.

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STEPHEN P. ZIOMEK

RICHARD A. GANLEY



By: Stephen P. Ziomek,
individually and as a member of "FAS-
Hotline," "FAS-Hotline Partnership,"
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Richard A. Ganley Partnership"

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