

03-06-2002

ET

Docket No



.Y

Tab settings

To the Honorable Commissioner of Pa

102002915

a attached original documents or copy thereof

1. Name of conveying party(ies):

First American Real Estate Solutions LLC

MRO 2/14/2

- Individual(s)
- General Partnership
- Corporation-State
- Other a California Limited Liability

Additional names(s) of conveying party(ies)

Yes No ^{company}

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

Name: First American Real Estate Solutions, L.P.

Internal Address:

Street Address: 5601 E. LaPalma Avenue

City: Anaheim State: CA ZIP: 92807

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

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

Execution Date: August 1, 2000

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

A. Trademark Application No.(s)

FIRST AMERICAN REAL ESTATE SOLUTIONS
Serial No. 75/669208

Additional numbers

B. Trademark Registration No.(s)

EAGLE LOGO
Registration No. 2503420

Yes No

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

Name: Mark I. Feldman

Internal Address: Piper Marbury Rudnick & Wolfe

Street Address: 203 N. LaSalle Street

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41): \$ 390.00

- Enclosed
- Any additional fees are
- Authorized to be charged to deposit account

8. Deposit account number:

18-2284

DO NOT USE THIS SPACE

03/05/2002 GT0M11 00000157 75669208

01 FC:481 40.00 DP
02 FC:482 350.00 DP

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.

Mark I. Feldman

Name of Person Signing

Mark I. Feldman

Signature

1-30-02

Date

5

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002453 FRAME: 0328

EXHIBIT A

REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
FARES	2,410,005
FIRST AMERICAN	2,409,936
LEADS TO LOANS	2,404,929
MARKETRAC	2,403,687
REALQUEST	2,378,975
RES	2,378,780
VALUEPOINT	2,349,946
WIN2DATA	2,347,036

APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>
HPI	75/831,615
HOME PRICE INDEX	75/831,616
NEIGHBORHOOD PROFILE	75/733,623
REAL ESTATE SOLUTIONS	75/618,470
RES CUSTOMER FIRST	75/898,085

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS** (this "Assignment") is made and entered into as of the 1st day of August, 2000, by and among **FIRST AMERICAN REAL ESTATE SOLUTIONS LLC**, a California limited liability company ("Assignor"), and **FIRST AMERICAN REAL ESTATE SOLUTIONS, L.P.**, a Delaware limited partnership ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Contribution Agreement dated as of August 1, 2000 between The First American Corporation and Transamerica Corporation.

WHEREAS, Assignor desires to transfer and assign, and Assignee desires to acquire and assume, the federal trademarks, service marks, and federal trademark and service mark registrations and pending applications thereof identified in Schedule A annexed hereto (the "Trademark Rights").

NOW, THEREFORE, the parties agree as follows:

1. Assignor represents and warrants that:

(a) it has the full right and power to perform the obligations and grant the rights set forth in this Assignment and there are no outstanding encumbrances with respect to the registered Trademark Rights, agreements or assignments in existence inconsistent with the provisions of this Assignment or which purport to transfer the rights transferred hereby.

(b) the Trademark Rights have not knowingly been obtained through any activity, omission or representation that would limit, modify, restrict or destroy the validity of the Trademark Rights and Assignor has no knowledge or information that would impact the validity and/or enforceability of the Trademark Rights.

2. In consideration of payment by Assignee of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to the Trademark Rights, together with the goodwill of the business symbolized by the Trademark Rights, including all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.


3. Assignee shall file any required documentation with the United States Patent and Trademark Office and any foreign office as is necessary to perfect this assignment of Trademark Rights herein, all costs to be borne by Assignee. Assignor agrees to sign or otherwise execute, or cause its Affiliates to execute, all documents necessary to carry out and perfect this Assignment.

4. This Assignment shall be deemed to be made in and under the laws of the State of California and for all purposes shall be construed interpreted and enforced in accordance with the laws of the State of California and without regard to the conflict of law provisions thereof.

longer 43018

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

By: 

Name: Dennis J. Gilmore
Title: Authorized Representative

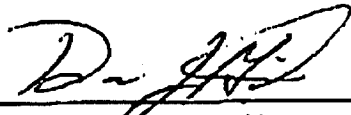
-Signature Page-

Assignment of Trademarks and Service Marks

Los Angeles 45018

FIRST AMERICAN REAL ESTATE SOLUTIONS,
L.P.

By: RES LLC, its General Partner

By: 
Name: Dennis J. Gilmore
Title: Authorized Representative

-Signature Page-
Assignment of Trademarks and Service Marks

Los Angeles 43013

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