

FORM PTO-1594
(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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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):

APARTMENT SEARCH, INC.

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

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

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

Name: RELOCATION CENTRAL CORPORATION

Internal Address:

Street Address: 4677 Old Ironsides Drive, Suite 210

City: Santa Clara State: CA ZIP: 95054

- 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) & addresses attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Asset Purchase Agreement; General Assignment and Assumption Agreement

Execution Date: December 4, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,779,150

Additional numbers attached? ? Yes No

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

Name: John M. Kim, Esq.

Street Address: Gray Cary Ware & Freidenrich LLP

4365 Executive Drive, Suite 1100

City: San Diego State: CA ZIP: 92121-2133

Phone No.: 858-638-6859 Facsimile No.: 858-677-1477

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1895

(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.

John M. Kim

Name of Person Signing



Signature

June 20, 2003

Date

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

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

CH \$40.00 071895 1779150

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made effective as of December 4, 2002 (the "Agreement Date") by and between AMASI HOLDINGS, LLC, a Colorado limited liability company, AMASI, LLC, a Colorado limited liability company, APARTMENT SEARCH, INC., a Minnesota corporation, APARTMENT SEARCH INTERNATIONAL, INC., a Minnesota corporation, SPECTRUM APARTMENT SEARCH, LLC, a California limited liability company and APARTMENT LOCATORS, LLC, a Colorado limited liability company, (jointly and severally, "Seller") and RELOCATION CENTRAL CORPORATION, a Delaware corporation ("Buyer").

RECITALS

A. Seller is engaged in the business of operating apartment locator and referral services in California, Nevada, Arizona, Minnesota, Michigan, Kansas, Missouri, Texas, Virginia, Maryland and the District of Columbia; and,

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the Seller's assets associated with Seller's apartment locator and referral business, on all of the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, Seller and Buyer agree as follows:

ARTICLE 1 DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1, and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

(a) "Agreement" has the meaning set forth in the Preamble.

(b) "Agreement Date" has the meaning set forth in the Preamble.

(c) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the first Person mentioned; provided, however, that solely for purposes of indemnification pursuant to, Section 2.2(e), an "Affiliate" of Seller means Amstar Group, Ltd., APL General, Ltd., Amstar Capital Management Corporation, AGL Capital Investments, LLC, ("Amstar") and London Investments, Inc.

(d) "Assets" means all of Seller's assets, property and rights owned, leased, licensed or used by Seller in connection with Seller's apartment locator and referral business

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made this 4th day of December, 2002, by and between AMASI HOLDINGS, LLC, a Colorado limited liability company, AMASI, LLC, a Colorado limited liability company, APARTMENT SEARCH, INC., a Minnesota corporation, APARTMENT SEARCH INTERNATIONAL, INC., a Minnesota corporation, SPECTRUM APARTMENT SEARCH, LLC, a California limited liability company and APARTMENT LOCATORS, LLC, a Colorado limited liability company, (jointly and severally, "Assignor") and RELOCATION CENTRAL CORPORATION, a Delaware corporation ("Assignee")

Recitals

A. Assignor and Assignee entered into that certain Asset Purchase Agreement dated December 4, 2002 (the "Purchase Agreement"), respecting the sale by Assignor to Assignee of certain Assets and the assumption by Assignee of the Assumed Liabilities (as both terms are defined in the Purchase Agreement); and

B. Under the Purchase Agreement, Assignor is obligated to assign and transfer any and all of its right, title and interest in the following Assets to Assignee (the "Assets"):

1. The "1-800-Apartment" toll free number shall be conveyed to Buyer under a separate Bill of Sale;
2. The "Apartment Search," "Spectrum Apartment Search" and "Apartment Locator" names;
3. The website, domain name, all computer software, licenses and proprietary software, trade marks, service marks, trade names, brand names, copyrights and other proprietary property of any nature, client customer and data bases and other intellectual property owned, licensed or used by Seller (the "Intellectual Property");
4. To the extent assignable, all contracts with apartment owners, relocation customers, relocation companies and all other customers (the "Operating Contracts");
5. To the extent assignable, all service and other contracts relating to the Business (the "Service Contracts");
6. All franchise agreements;
7. All Leases;
8. All personal property leases (the "Personal Property Leases");
9. All furniture, fixtures and equipment;
10. All computer, telephone and other office equipment;

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