

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

**Piedmont Brokers, Inc.**  
2140 Peachtree Rd. NW Suite 360  
Atlanta, GA 30309

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: **TM Acquisition Corp.**

Internal Address: **Suite 130**

Street Address: **10750 W. Charleston Blvd.**

City: **Las Vegas** State: **NV** Zip: **89135**

- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) **2,217,143**

Additional number(s) attached  Yes  No

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

Name: **Kathryn S. Geib**

Internal Address: **Cendant Corporation**

Street Address: **1 Sylvan Way**

City: **Parsippany** State: **NJ** Zip: **07054**

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

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**501286**

**DO NOT USE THIS SPACE**

9. Signature.

**Kathryn S. Geib**

Name of Person Signing



Signature

**11/03/03**

Date

Total number of pages including cover sheet, attachments, and document: **1**

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

CH \$40.00 501286 2217143

## ASSIGNMENT OF U.S. TRADEMARK RIGHTS

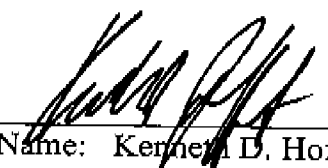
WHEREAS Piedmont Brokers, Inc., a Georgia corporation, with its principal place of business at 2140 Peachtree Road, NW, Suite 360, Atlanta, Georgia 30309 (the "Assignor"), is the owner of the service mark THE CONDO STORE and United States Registration No. 2,217,143 thereof (the "Mark");

WHEREAS TM Acquisition Corp., Inc. a Delaware corporation with its principal place of business at 10750 W. Charleston Blvd., Suite 130, Las Vegas, Nevada 89135 (the "Assignee"), is desirous of acquiring the Mark and the goodwill associated therewith, and is the successor of the Assignor's ongoing and existing business under the Mark;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, all rights, title and interest in and to the Marks and together with the goodwill appurtenant thereto.

**Piedmont Brokers, Inc.**

By: Coldwell Banker Residential Real Estate, Inc.  
(Attorney-in-fact)

  
Name: Kenneth D. Hoffert  
Title: Senior Vice President and General Counsel  
Dated: October 30, 2003

**BILL OF SALE AND ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Piedmont Brokers, Inc., a Georgia corporation ("Seller"), does hereby sell, assign, transfer and set over unto Coldwell Banker Residential Real Estate, Inc., a California corporation ("Buyer"), pursuant to the Asset Purchase Agreement dated as of the date hereof among Seller, David Tufts, Michael Bugg and Buyer (the "Purchase Agreement"), all of Seller's right, title and interest in, to and under the Assets. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.


TO HAVE AND TO HOLD all the Assets hereby sold, transferred, conveyed, assigned and delivered unto Buyer, its successors and assigns forever.

Seller warrants that it has good and marketable title to all of the Assets transferred and conveyed hereunder and has the right to transfer the same to Buyer.

Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney, with full power of substitution, for Seller and in its name and stead, but on behalf of and for the benefit of Buyer, to demand and receive from time to time any and all property and assets referred to herein; and, from time to time, any and all commissions and other property and assets referred to herein or resulting from said assets or properties, including without limitation, from Listings and Pendings, and from time to time, take such other action, including the execution and delivery of any and all documents and other instruments and the institution and prosecution of any and all proceedings at law, in equity or otherwise, in the name of Seller or otherwise, at the sole expense of the Seller but for the benefit of Buyer, that Buyer may deem proper in order to collect, to vest in Buyer, and put Buyer in control of, all benefits (including, without limitation, all sales commissions) resulting from said assets or properties (including, without limitation, Listings and Pendings); and generally to do any and all such things in relation thereto as Buyer shall deem advisable.

IN WITNESS WHEREOF, Seller has executed this instrument by its duly authorized officers on this 21st day of September, 1999.

PIEDMONT BROKERS, INC.

By   
Name: David Tufts  
Title: President

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