06-09-2003

Form **PTO-1594** (Rev. 10/02)

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

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

S. Patent and Trademark Office

Tab settings ⇒⇒⇒ ▼

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DOCUMENT ID NO.: 102342420			
Name of conveying party(ies): JON ROWBERRY, Trustee For ONEPIPELINE.COM, INC. □ Individual(s) □ Association □ General Partnership □ Limited Partnership □ Corporation-State of □ Other - Trustee	2. Name and address of receiving party(ies) Name: Alliance Mortgage Company Internal Address: Street Address: 8100 Nations Way		
Additional name(s) of conveying party(ies) attached? Yes No	City: <u>Jacksonville</u> State: <u>FL</u> Zip: <u>32256</u>		
3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☑ Other Bill of Sale, Assignment and Assumption Agreement Execution Date: January 9, 2002	□ Individual(s) citizenship □ Association □ General Partnership □ Limited Partnership □ Corporation-State Florida □ Other If assignee is not domiciled in the United States, a domestic representative designation is attached: □ Yes (Designations must be a separate document from assignment) Additional name(s) & address(es) attached Yes ✓ Yes ✓ Yes		
Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached Additional number(s) at	B. Trademark Registration No.(s)		
Name and address of party to whom correspondence concerning document should be mailed.	6. Total number of applications and registrations involved:		
Name: George D. Dickos, Esq. Internal Address: Kirkpatrick & Lockhart LLP Henry W. Oliver Building Street Address: 535 Smithfield Street	7. Total fee (37 CFR 3.41)\$ 240.00 previously paid by check □ Enclosed □ Additional necessary fees authorized to be charged to deposit account		
City: Pittsburgh State: PA Zip: 15222	8. Deposit account number: 11-1110 (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 of the original document. George D. Dickos Name of Person Signing Signature. Total number of pages including cover	ation is true and correct and any attached copy is a true June 4, 2003 ature Date sheet, attachments, and document:: 63		

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the US Patent & Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450 or via facsimile: (703)306-5995.

Form PTO-1594 CONTINUATION

Name of conveying party(ies), continued: ONEPIPELINE.COM, INC.			
	Individual(s)		Association
	General Partnership		Limited Partnership
X	Corporation-State of_	Utah	The state of the s
	Other		

Application number B. Trademark Application	er(s) or registration number(s): oplication No.(s)	B. Trademark Registration No.(s)
76/156071	AUTOMATED COMPLIANCE ENGINE	
76/156074	TAP INTO THE PIPE	
76/156370	ONEPIPELINE.COM	
76/156371	AUTOMATED COMPLIANCE SYSTEM	
76/156372	ACS	
76/156373	ONEPIPELINE	
76/156375	SUCCEED IN THE FACE OF CHANGE	
76/156376	AUTOMATED COMPLIANCE ENGINE (ACE)	
76/156377	AUTOMATED COMPLIANCE SYSTEM (ACS)	

01 -\	21 / 2003
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings ⇒⇒⇒ ▼ ▼ 102	∆ 42420 → →
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): JON ROWBERRY, Trustee For ONEPIPELINE.COM, INC. □ Individual(s) □ Association □ General Partnership □ Limited Partnership □ Corporation-State of ☑ Other - Trustee Additional name(s) of conveying party(ies) attached? ☑ Yes □ No 3. Nature of conveyance: □ Assignment □ Merger □ Security Agreement □ Change of Name ☑ Other Bill of Sale, Assignment and Assumption Agreement Execution Date: January 9, 2002	2. Name and address of receiving party(ies) Name: Alliance Mortgage Company Internal Address: Street Address: 8100 Nations Way City: Jacksonville State: FL Zip: 32256 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida Other If assignee is not domiciled in the United States, a domestic representative designation is attached: All Allo (Designations must be a separate document from assignment) Additional name(s) & address(es) attached
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/156,071 76/156,371 76/156,375 76/156,074 76/156,372 76/156,376 76/156,370 76/156,373 76/156,377 Additional number(s) a	B. Trademark Registration No.(s) SECTION ttached □ Yes ☒ No
Name and address of party to whom correspondence concerning document should be mailed.	Total number of applications and registrations involved:9
Name: George D. Dickos, Esq. Internal Address: Kirkpatrick & Lockhart LLP Henry W. Oliver Building	7. Total fee (37 CFR 3.41)\$ 240.00 ☑ Enclosed ☑ Authorized to be charged to deposit account
Street Address: 535 Smithfield Street	8. Deposit account number:
City: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15222</u>	11-1110 (Attach duplicate copy of this page if paying by deposit account)
DO NOT US	E THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing information copy of the original document. George D. Dickos Name of Person Signing Sign	nation is true and correct and any attached copy is a true January /5, 2003 nature Date

01/17/2003 ECOOPER 00000121 76156071

Total number of pages including cover sheet, attachments, and document: 69

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

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For PTO-1594 Page Two

1.	Na	lame of conveying party(ies) continued:			
ONEPIPELINE.COM, INC.					
[Individual(s)		Association	
[General Partnership		Limited Partnership	
[X	Corporation-State of Utah			
١		Other			

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made to be effective as of the 9th day of January, 2002 (the "Effective Date"), by and between ONEPIPELINE.COM, INC., a Utah corporation ("OP"), and JON ROWBERRY, Trustee (collectively, the "Seller") and ALLIANCE MORTGAGE COMPANY, a Florida corporation ("Purchaser").

RECITALS:

- A. Seller and Purchaser have heretofore mutually executed and delivered that certain Asset Purchase Agreement (the "Agreement"), dated January 9, 2002, which Agreement provides for the sale of certain assets by Seller to Purchaser. ALL INITIALLY CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO SUCH TERMS IN THE AGREEMENT.
- B. It is the desire of Seller to hereby sell, transfer and convey to Purchaser all of Seller's right, title and interest, in and to the Assets as specified in **Exhibit A** attached hereto.
- C. Purchaser has agreed to assume all obligations and liabilities accruing on or subsequent to the Effective Date with respect to the Assumed Liabilities and Seller has agreed to pay and discharge, when due and payable, whether payable prior or subsequent to the Effective Date, all such obligations and liabilities related to the Assumed Liabilities which shall have accrued prior to the Effective Date.

NOW THEREFORE, in consideration of the Purchaser's assumption of the Assumed Liabilities and payment of the Purchase Price pursuant to Sections 2.2 and 2.3 of the Agreement, the receipt and sufficiency of which are hereby acknowledged and confessed, Seller does hereby SELL, TRANSFER, ASSIGN, SET OVER, QUITCLAIM AND DELIVER AND CAUSES ITS AFFILIATES, AS APPLICABLE, TO HEREBY SELL, TRANSFER, ASSIGN, SET OVER, QUITCLAIM AND DELIVER unto Purchaser, its successors and assigns, all of Seller's and its Affiliates', as applicable, respective right, title and interest in and to the Assets, together with any and all warranties, guarantees and agreements of third parties related thereto, if any, provided that any assignment by Seller and assumption by Purchaser shall not be effective as a matter of law if Purchaser is required to assume Liability as a matter of law for any period of time prior to the Closing Date. The Assets are conveyed free and clear of all liens, claims, charges or encumbrances whatsoever. Notwithstanding anything contained herein to the contrary, it is understood that Seller is not selling, assigning, transferring, conveying or delivering the Excluded Assets by these presents or pursuant to the Agreement.

In connection with the transfer of Seller's or its Affiliate's right, title and interest in and to the Assets, Seller agrees that, upon Purchaser's request, and with reasonable prior notice, Seller will allow Purchaser reasonable access during normal business hours to Seller's books and records to the extent such books and records are available and access is reasonably necessary to Purchaser's performance of the obligations under the Assumed Liabilities or the assertion by

Purchaser of any claim related to the Assets against any third party or the defense by Purchaser of any claim related to the Assets asserted by any third party against Purchaser.

From and after the date hereof, Purchaser agrees to allow Seller reasonable access during normal business hours, to Seller's records transferred hereunder to the extent such access is reasonably necessary to any reporting requirement of Seller, Seller's winding up of business, or the assertion of a defense by Seller of any claim.

It is understood and agreed that by its execution hereof, Purchaser hereby assumes all obligations, and agrees to perform all of the terms, covenants and conditions, of the Assumed Liabilities which accrue and pertain to the period on or after, but not prior to, the Effective Date. The assumption by Purchaser of such Assumed Liabilities will not be construed to defeat, impair or limit in any way any rights or remedies of Purchaser under the Agreement.

Seller represents and warrants to Purchaser that Seller executes this Bill of Sale on its own behalf, as well on behalf of its Affiliates, as applicable, that may have a right, title and interest in and to the Assets and, if necessary, the Seller will cause such Affiliates to execute any and all such documents that may be necessary to transfer such Affiliate's right, title and interest in and the Assets to the Purchaser.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, IN THE AGREEMENT, OR IN (I) OTHER ASSIGNMENT AND ASSUMPTION AGREEMENTS EXECUTED BY PURCHASER TO EFFECT THE TRANSFER OF RIGHTS UNDER ANY OF THE ASSUMED LIABILITIES; OR (II) RESTRICTIONS ON TRANSFER CONTAINED IN THE ASSUMED CONTRACTS, PURCHASER ASSUMES NO EXPRESS OR IMPLIED LIABILITY, DEBT OR OBLIGATION, OF ANY KIND WHATSOEVER, OF SELLER OR ANY OF ITS AFFILIATES BY THIS BILL OF SALE, UNDER THE AGREEMENT OR AS A RESULT OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

Notwithstanding anything to the contrary herein, Purchaser and Seller agree that: (i) Seller will not assign, and Purchaser will not assume, any Assumed Contract, assignable Permit (and Purchaser will not assume any Liability with respect thereto) unless and until any required third party consent to each such assignment and assumption has been obtained, in a form acceptable to Purchaser in its reasonable discretion.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Bill of Sale may be executed in one or more counterparts, each of which when assembled shall be deemed to be an original, but all of which shall be considered one and the same instrument.

JAN-9-02 8:30РМ; НАХ NO. 801 328 1350

PAGE 8 P. 04

IN WITNESS WHEREOF, Seller has executed this Bill of Sale to be effective as of the date and year first written above.

SELLER:

ONE PIPELINE.COM, INC.

Date: January ___ 2002

By: Name:

Title:

Date: January__, 2002

on Bowberry

Trustee for the Secured Creditor:

IN WITNESS WHEREOF, Seller has executed this Bill of Sale to be effective as of the date and year first written above.

SELLER:

ONE PIPELINE.COM, INC.

Date: January ___, 2002

By: TAVID BROADBENT

Title:

Date: January __, 2002

Jon Rowberry

Trustee for the Secured Creditors

"PURCHASER" **ALLIANCE MORTGAGE COMPANY**

JAN-9-02 8:07PM;

Bill of SALE, Assignment - Assumption Agreement

Exhibit A

List of Assets

See Attached

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of this 9th day of January, 2002, by and between ONEPIPELINE.COM, INC., a corporation organized and existing under the laws of the State of Utah, with its principal place of business at 6322 South 3000 East, Suite 2000, Salt Lake City, Utah 84121 ("OP") and JON ROWBERRY, an individual residing at 8402 S. Robidoux Road, Sandy, Utah 84093, as trustee for the benefit of OP's Secured Creditors (collectively, "Seller"), and ALLIANCE MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Florida, with offices at 8100 Nations Way, Jacksonville, Florida 32256 ("Purchaser").

WITNESSETH:

WHEREAS, OP was engaged in the business of providing compliance advice, technology services and technical assistance to third party originators of residential mortgage loans (collectively, the "Business"); and

WHEREAS, by a General Assignment for the Benefit of Creditors dated December 27, 2001, OP conveyed, transferred and assigned all of its right, title and interest in and to its assets to Jon Rowberry, as trustee for the benefit of OP's Secured Creditors (the "General Assignment"); and

WHEREAS, by Agreement Regarding Process Used During the Assignment of Assets for the Benefit of Creditors dated December 11, 2001 ("Agreement for the Benefit of Creditors"), the Secured Creditors (as defined below) appointed Jon Rowberry to assume the role of liquidator of OP and agreed upon a methodology for the liquidation of OP; and

WHEREAS, pursuant to that Agreement for the Benefit of Creditors, Jon Rowberry solicited bids from potential purchasers known to Jon Rowberry to have an interest in the Business, analyzed each bid received from a potential purchaser, and determined that Purchaser's bid represented the highest cash offer and return to the Secured Creditors;

WHEREAS, subject to the terms and conditions of this Agreement, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller for the benefit of the Secured Creditors, certain of the assets of Seller that are used in connection with the Business, including all of its Intellectual Property Rights (as defined below), all in consideration of the Purchase Price (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

- 1.1 <u>Definitions</u>. The following terms when used herein shall have the following meanings:
- "Affiliate" with respect to any Person shall mean any other Person directly controlling, controlled by or under common control with such Person.
- "Agreement" shall mean this Agreement and all Exhibits and Schedules hereto, as the same may from time to time be amended or supplemented by one or more instruments executed by all Parties hereto.
- "Assets" shall mean, except as limited below, all assets, other than the Excluded Assets, of Seller and its Affiliates, whether tangible or intangible, real, personal, or mixed, that are primarily used in connection with the Business, whether known or unknown, and whether or not carried on the books and records of Seller, as set forth in detail in the appropriate schedules attached hereto, consisting of:
 - (i) all telephone numbers used by OP as of the date hereof;
 - (ii) the Furniture and Equipment;
 - (iii) all rights of Seller under the Assumed Contracts;
 - (iv) all Supplies;
 - (v) all Files and Records (excluding Personnel Records, except with the consent of the employee), <u>provided</u>, <u>however</u>, that Seller shall have reasonable continuing access to such records for regulatory, tax and other reasonable purposes;
 - (vi) the Intellectual Property Rights;
 - (vii) the Computer Software;
 - (viii) the Permits, if permitted by applicable law; and
 - (ix) Goodwill.

"Assumed Contracts" shall mean those Contracts listed on Schedule 3.5 attached hereto, including the Intellectual Property Licenses, which satisfy the criteria in Section 3.5 hereof that Purchaser elects to assume and as to which any required third party consent is obtained, as well as any other Contract that Purchaser may elect to assume (as to future performance only) after the Closing Date if Purchaser determines that such Contracts are reasonably related to the Business.

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"Assumed Liabilities" shall mean solely all obligations of Seller accruing on or after the Closing Date (and not in any way whatsoever pertaining to the period prior to the Closing Date) under the Assumed Contracts.

"Business" shall have the meaning given in the recitals hereto.

"<u>Business Dav</u>" shall mean any day that is not a Saturday, Sunday or day on which banks in Utah or Florida are authorized to close.

"Closing" shall have the meaning given in Section 2.5 hereof.

"Closing Date" shall have the meaning given in Section 2.5 hereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Computer Software" shall mean each of the following: computer programs, known by any name, whether in use or under development, including all versions thereof, and all related documentation, training manuals and materials, user manuals, technical and support documentation, source code and object code, tools, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, development tools, maintenance tools, system designs, program structure, sequence and organizations, screen displays and report layouts, and all other material related to the said computer programs, a representative list of which is set forth on Schedule 2.1(b).

"Contracts" shall mean all contracts, agreements, instruments, commitments and other binding arrangements, whether oral or written, to which Seller is a party or by which Seller is bound or subject, and that relate to or are used primarily in connection with the Business.

"Employee Benefit Plan" shall mean any and all of the following, to the extent applicable to the Business and/or the Assets: any pension, retirement, post-retirement, profit-sharing, deferred compensation, bonus or incentive plan, practice or arrangement, whether formal or informal, any other employee benefit program, arrangement, agreement understanding, any medical, vision, dental or other health plan and any life insurance plan and including, without limitation, any "employee benefit plan," as defined in Section 3(3) of ERISA, maintained by Seller or to which Seller contributes or is a party or is bound or under which it may have liability or under which employees of Seller are eligible to participate or derive a benefit.

"ERISA" shall mean Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agreement" shall mean the Escrow Agreement dated as of December 31, 2001, by and among Purchaser, Trustee and Ray, Quinney & Nebeker.

"Excluded Assets" shall mean, collectively, all assets of Seller other than the Assets, including cash and cash equivalents, receivables, Contracts that are not Assumed Contracts, and bank accounts.

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"Files and Records" shall mean (a) to the extent used in connection with the Assets and/or the Business, Seller's data bases and data manuals; and (b) all files and records (including, without limitation warranties) relating to the Assets, Assumed Contracts, and Furniture and Equipment.

"Furniture and Equipment" shall mean (i) all furniture and equipment used in connection with the Business, including, without limitation, desks, chairs, tables, employee workstation computer equipment, copiers, telecopy machines, phone numbers and email addresses, cubicles and miscellaneous office furnishings and supplies and (ii) computer hardware, including, without limitation, servers, used to provide management information services, in such quantity and quality as are sufficient to allow Purchaser to provide itself with management information services sufficient to operate the Assets of the Business after the Closing in a manner substantially as presently operated by Seller, a representative list of which is set forth on Schedule 2.1(a) herein.

"General Assignment" shall have the meaning given in the recitals hereof.

"Goodwill" shall mean all goodwill associated with the Business.

"Intellectual Property Rights" shall mean each of the following: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, revision, extension or reexamination thereof (collectively, "Patents"); (ii) trademarks, service marks, trade dress, logos, trade names and Internet domain names together with all goodwill associated therewith, including, without limitation, the use of all translations, adaptations, derivations and combinations of the foregoing (collectively, "Marks"); (iii) copyrights and copyrightable works (including without limitation, web sites) and all registrations, applications and renewals for any of the foregoing (collectively, "Copyrights"); (iv) information not generally known to the public or that would constitute a trade secret under the Uniform Trade Secrets Act, and confidential information (including, without limitation, know-how, research and development information, designs, plans, proposals, technical data, financial, business and marketing plans, sales and promotional literature, and customer and supplier lists and related information) (collectively, "Trade Secrets"); (v) other intellectual property rights; (vi) all copies and tangible embodiments of the foregoing (in whatever form or medium), along with all income, royalties, damages and payments due or payable after the Closing including, without limitation, damages and payments for past or future infringements or misappropriations thereof; (vii) the right to sue and recover for past infringements or misappropriations thereof; (viii) any defenses related to any of the above; and (ix) any and all corresponding rights that, now or hereafter, may be secured throughout the world, a representative list is set forth on Schedule 2.1(c).

"Intellectual Property Licenses" shall mean those agreements granting licenses, or distribution rights to Intellectual Property or Computer Software to OP for use in connection with the Business, excluding generally available "shrinkwrap," over-the-counter, "clickwrap" and other similar licenses that are not enterprise licenses.

"Landlord" shall mean Holladay Building East, LLC, its successors and assigns.

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Schedules. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to effect the Closing hereunder is subject to Purchaser's acceptance of all of the schedules to this Agreement which are not attached to this Agreement on the date hereof.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties hereto by an authorized representative, all as of the day and year first above written.

> "PURCHASER" ALLIANCE MORTGAGE COMPANY

By:

Name: PATRICK J. Title: Execution Vic

"SELLER"

ONEPIPELINE.COM, INC.

By:

Name:

Title: CHAIRM

"TRUSTEE"

JON ROWBERRY

Trustee for the Secured Creditors

12.12 Schedules. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to effect the Closing hereunder is subject to Purchaser's acceptance of all of the schedules to this Agreement which are not attached to this Agreement on the date hereof.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties hereto by an authorized representative, all as of the day and year first above written.

> "PURCHASER" ALLIANCE MORTGAGE COMPANY

> By: Name: Title:

"SELLER" ONEPIPELINE.COM, INC.

By: Name: Title:

"TRUST

Truspec for the Secured C

II. Trademarks

Description	Registration/ Application <u>Date</u>
Mark: "OnePipeline.com" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Mark: "OnePipeline.com" (Class 41) Services: Training Services with respect to loan compliance, loan qualification, and loan origination related services.	10/30/00
Mark: "Tap Into The Pipe" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Marks: "Tap Into The Pipe" (Class 41) Services: Training Services with respect to loan compliance, loan qualification, and loan origination related services.	10/30/00
Mark: "Succeed in the face of change" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Mark: "Succeed in the face of change" (Class 41) Services: Training Services with respect to loan compliance, loan qualification, and loan origination related services.	10/30/00
Mark: "Automated Compliance Engine" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services	10/30/00
Mark: "Automated Compliance Engine (ACE)" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Mark: "Automated Compliance System" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Mark: "OnePipeline" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Mark: "OnePipeline" (Class 41) Services: Training Services with respect to loan compliance, loan qualification, and loan origination related services.	10/30/00
Mark: "Automated Compliance System (ACS)" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00
Mark: "ACS" (Class 36) Services: Loan compliance, loan qualification, loan origination, loan consultation or auditing services.	10/30/00

RECORDED: 01/15/2003