

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Amasi Holdings, LLC

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: Relocation Central Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 4677 Old Ironsides Dr #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) & address( es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 12/04/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s) 2457701  
2457703

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Relocation Central Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 3445 Executive Center Dr.  
Suite #151, Medina Bldg.  
City: Austin State: TX Zip: 78731

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (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.*

Ladonna Wolfe      [Signature]      1/6/04  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 13

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

OP \$65.00 2467701

**ASSET PURCHASE AGREEMENT**

**BETWEEN**

**AMASI HOLDINGS, LLC, AMASI, LLC,  
APARTMENT SEARCH, INC., APARTMENT SEARCH INTERNATIONAL, INC.,  
SPECTRUM APARTMENT SEARCH, LLC AND APARTMENT LOCATORS, LLC ,  
JOINTLY AND SEVERALLY,**

**AS SELLER**

**AND**

**RELOCATION CENTRAL CORPORATION**

**AS BUYER**

## TABLE OF CONTENTS

		Page
Article 1	DEFINITIONS .....	1
1.1.	Definitions .....	1
Article 2	PURCHASE AND SALE .....	5
2.1.	Assets .....	5
2.2.	Assumption of Leases and Specified Liabilities .....	5
2.3.	1-800-Apartments.....	6
2.4.	Sales and Use Taxes .....	6
Article 3	PURCHASE PRICE AND SECURITY .....	6
3.1.	Purchase Price for the Assets .....	6
3.2.	Payment of the Purchase Price .....	7
3.3.	Allocation of Purchase Price .....	7
Article 4	CLOSING.....	8
4.1.	Closing .....	8
4.2.	Buyer's Deliveries.....	8
4.3.	Seller's Deliveries .....	8
4.4.	Closing .....	9
Article 5	REPRESENTATIONS AND WARRANTIES OF SELLER .....	10
5.1.	Organization of Seller and Corporate Power .....	10
5.2.	Noncontravention .....	10
5.3.	No Other Assets .....	11
5.4.	Title to Assets.....	11
5.5.	Leases .....	11
5.6.	Compliance with Laws.....	12
5.7.	No Brokers or Finders .....	12
5.8.	Financial Statements .....	12
5.9.	No Undischarged Obligations .....	12
5.10.	Intellectual Property .....	13
5.11.	Contracts and Agreements .....	13
5.12.	Employees .....	13

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
5.13. Environmental Matters.....	14
5.14. Employment Relations.....	14
5.15. Permits.....	14
<b>Article 6 REPRESENTATIONS AND WARRANTIES OF BUYER.....</b>	<b>15</b>
6.1. Corporate Organization.....	15
6.2. Validity of Agreement.....	15
6.3. No Conflict or Violation; No Defaults.....	15
6.4. Consents and Approvals.....	15
6.5. No Brokers or Finders.....	15
6.6. No Reliance.....	15
<b>Article 7 ACTION PRIOR TO THE CLOSING DATE.....</b>	<b>16</b>
7.1. Consent of Each Landlord.....	16
7.2. Operations Prior to the Closing Date.....	16
7.3. Billing Practices.....	16
7.4. Notification by Seller of Certain Matters.....	16
7.5. Access and Investigation.....	17
7.6. Further Assurances.....	17
<b>Article 8 ADDITIONAL AGREEMENTS.....</b>	<b>17</b>
8.1. Discharge of Liabilities.....	17
8.2. Covenant Not To Compete.....	18
8.3. Discharge of Employees and Consultants.....	19
8.4. Termination of Employee Benefit Plans and COBRA.....	19
8.5. Access to Records.....	19
8.6. Cooperation.....	19
<b>Article 9 CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.....</b>	<b>20</b>
9.1. No Breach of Covenants or Misrepresentations.....	20
9.2. No Litigation.....	20
9.3. All Other Agreements.....	20
9.4. Necessary Consents.....	20

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
9.5. Due Diligence.....	20
<b>Article 10</b> <b>CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER</b> .....	21
10.1. No Breach of Covenants or Misrepresentations.....	21
10.2. No Litigation .....	21
10.3. All Other Agreements .....	21
10.4. Necessary Consents.....	21
10.5. Release of Lease Obligations .....	21
<b>Article 11</b> <b>INDEMNIFICATION</b> .....	21
11.1. Indemnification by Buyer.....	21
11.2. Indemnification by Seller .....	22
11.3. Notice of Claims.....	22
11.4. Third Person Claims.....	23
11.5. Resolution of Disputes; Remedies .....	23
<b>Article 12</b> <b>TERMINATION</b> .....	24
12.1. Termination .....	24
12.2. Notice of Termination .....	25
12.3. Effect of Termination .....	25
<b>Article 13</b> <b>GENERAL OBLIGATIONS</b> .....	25
13.1. Survival of Obligations .....	25
13.2. Confidential Nature of Information.....	25
13.3. No Public Announcement .....	25
13.4. Notices.....	26
13.5. Successors and Assigns .....	27
13.6. Entire Agreement; Amendments .....	27
13.7. Interpretation .....	27
13.8. Waiver .....	27
13.9. Expenses.....	28
13.10. Partial Invalidity .....	28
13.11. Execution in Counterparts.....	28

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
13.12. Governing Law .....	28
13.13. Time is of the Essence .....	28
13.14. Attorneys' Fees .....	28
13.15. Continued Competition .....	28
13.16. Exclusivity and Anticipated Closing Date .....	29

## 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 I 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

63201-000\ASFR\MF308588\_9.DOC 11/19/02

(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

63201-000\ASFR\MF308588\_9.DOC 11/19/02

included on EXHIBIT A, attached hereto and made a part hereof, excluding the Excluded Assets.

(e) "Assumed Liabilities" has the meaning set forth in Section 2.2(a).

(f) "Bill of Sale" has the meaning set forth in Section 4.3(b).

(g) "Business" means Seller's apartment locator and referral business as performed in its ordinary course through November, 2002.

(h) "Buyer" has the meaning set forth in the Preamble.

(i) "Claim Notice" has the meaning set forth in Section 11.3(a).

(j) "Closing" means the closing of the transactions contemplated by this Agreement.

(k) "Closing Date" shall have the meaning set forth in Section 4.1.

(l) "Confidentiality Agreement" means that certain Confidentiality Agreement executed by Seller and Buyer, dated April 22, 2002.

(m) "CORT" means Cort Business Services Corporation, a substantial shareholder of Buyer.

(n) "Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal and any award in any arbitration or administrative proceeding.

(o) "Disclosure Schedule" means the Schedule attached hereto as EXHIBIT I setting forth the disclosures with respect to Seller's representations and warranties in Article 5. "Disclosure List" means that portion of the Disclosure Schedule listed on EXHIBIT I-1 attached hereto.

(p) "Effective Time" means the close of business on the Closing Date.

(q) "Environmental Law" shall mean any federal, state or local statute, law, rule, regulation, ordinance, guideline, policy or rule of common law in effect, and in each case as amended including, without limitation, any judicial or administrative order, consent decree or judgment relating to the environment, health, safety or Hazardous Materials.

(r) "Employee Benefits Plan" shall mean an employee benefit plan as defined in Section 3(3) of ERISA.

(s) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(t) "Escrow Agent" means the escrow agent under the terms of the Escrow Agreement.

63201-0004\SPR\MF308588 9.DOC 11/19/02

(l) "Escrow Agent" means the escrow agent under the terms of the Escrow Agreement.

63201-0004\SPR\MF308588 9.DOC 11/19/02



**BILL OF SALE**

For good and valuable consideration, the receipt of which is hereby acknowledged, 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"), do hereby sell, transfer, and convey to RELOCATION CENTRAL CORPORATION, a Delaware corporation ("Buyer"), the following assets, which Seller warrants to be free and clear of liens, encumbrances and interests of third parties, except as specifically provided in the Asset Purchase Agreement dated as of December 4, 2002 by and between Seller and Buyer ("Purchase Agreement"):

1. Assets. All of the assets to be acquired by Buyer, listed on EXHIBIT A to the Purchase Agreement; and
2. Incorporation of Purchase Agreement. This Bill of Sale is subject to all of the terms and conditions of the Purchase Agreement, including the representations, warranties and indemnities therein, all of which are incorporated herein by this reference.

**(Bill of Sale continues on the following page)**

Date: December 4, 2002

SELLER:

AMASI HOLDINGS, LLC  
a Colorado limited liability company,

By: [Signature]  
David B. Agnew, Manager

AMASI, LLC  
a Colorado limited liability company,

By: [Signature]  
David B. Agnew, Manager

APARTMENT SEARCH, INC.  
a Minnesota corporation

By: [Signature]  
Print Name: David Agnew  
Its: Vice President  
Print Title: \_\_\_\_\_

APARTMENT SEARCH INTERNATIONAL, INC.  
a Minnesota corporation

By: [Signature]  
Print Name: David Agnew  
Its: Vice President  
Print Title: \_\_\_\_\_

SPECTRUM APARTMENT SEARCH, LLC  
a California limited liability company,

By: [Signature]  
David B. Agnew, Manager

APARTMENT LOCATORS, LLC  
a Colorado limited liability company,

By: [Signature]  
David B. Agnew, Manager



**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;

63201-000-ASPARMP308588\_4.DOC 11/19/02

H-2

63201-000-ASPARMP308588\_4.DOC 11/19/02

H-2

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.


ASSIGNEE:

RELOCATION CENTRAL CORPORATION, a Delaware corporation


By:   
Edward MacFadyen, its President

ASSIGNOR:


AMASI HOLDINGS, LLC  
a Colorado limited liability company,

By:   
David B. Agnew, Manager


AMASI LLC  
a Colorado limited liability company,

By:   
David B. Agnew, Manager

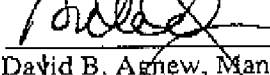
APARTMENT SEARCH, INC.  
a Minnesota corporation

By:   
Print Name: David B. Agnew  
Its: Vice President


APARTMENT SEARCH INTERNATIONAL, INC.  
a Minnesota corporation

By:   
Print Name: David B. Agnew  
Its: Vice President

SPECTRUM APARTMENT SEARCH, LLC  
a California limited liability company,

By:   
David B. Agnew, Manager

APARTMENT LOCATORS, LLC  
a Colorado limited liability company,

By:   
David B. Agnew, Manager