

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest and Quitclaim Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sand Hill Capital II, L.P.		12/18/2003	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	HPC Interactive, LLC		
Street Address:	3159 Campus Drive		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2366117	REALESTATE.COM	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3246		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043317546		
Email:	docket@kennedycovington.com		
Correspondent Name:	Michael A. Tobin		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower - 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	0020550.00019		
NAME OF SUBMITTER:	Marcia Siuda, Trademark Paralegal		

Total Attachments: 4
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RELEASE OF SECURITY INTEREST AND QUITCLAIM ASSIGNMENT

THIS RELEASE OF SECURITY INTEREST AND QUITCLAIM ASSIGNMENT, dated as of December 11, 2003, is made for the benefit of HPC Interactive, LLC ("HPC") and other successors in interest to the property and rights of Realestate.com, Inc., a former Delaware corporation (the "Company"), which was a signatory to an Intellectual Property Security Agreement and to a Loan and Security Agreement between Sand Hill Capital II, L.P. ("Sand Hill") and the Company, each such agreement dated as of June 14, 2000 (collectively, the "Security Agreements").

RECITALS

A. The Company has entered into the Security Agreements, pursuant to which the Company has granted to Sand Hill a continuing security interest ("Security Interest") in all of its right, title and interest in and to Company's intellectual property, various other Company assets, rights and general intangibles, and all proceeds thereof, including that certain trademark and registration listed on Annex A attached hereto and the domain name realestate.com (collectively, the "Collateral").

B. Sand Hill assigned all of its rights under the Loan and Security Agreement identified above to Sand Hill Capital Special Purpose, LLC by that certain Assignment and Acceptance Agreement dated as of December 18, 2000.

C. As a result of defaults by the Company of certain of its obligations under the Loan and Security Agreement identified above, Sand Hill Capital Special Purpose LLC conducted a personal property foreclosure sale of certain assets of the Company (including the trademark and registration listed on Annex A and the domain name realestate.com) and such assets of the Company were conveyed to Sand Hill Capital Special Purpose, LLC in such foreclosure sale by a Bill of Sale dated December 18, 2000.

D. Assets of the Company sold by Sand Hill Capital Special Purpose LLC at the personal property foreclosure sale were purportedly sold subject to senior claims of Sand Hill under the Loan and Security Agreement identified above.

E. HPC is a successor in interest to certain property and rights once owned by the Company and is currently negotiating the sale of such various property and rights to a third party (the "Buyer").

F. HPC and Sand Hill each desire that any possible doubt regarding Sand Hill's rights or interests in any property, rights and proceeds formerly belonging to the Company be resolved before consummation of the intended sale by HPC of assets formerly owned by the Company to a third party.

NOW THEREFORE, in consideration of the foregoing, and for one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Sand Hill, Sand Hill hereby:

1. Releases and terminates (a) the Security Interest granted under the Security Agreements in and to all of the Collateral and (b) all other security interests ever granted by the Company to Sand Hill with respect to the assets of the Company;

2. Releases and terminates the Intellectual Property Security Agreement recorded in the United States Patent and Trademark Office on July 17, 2000 at Reel/Frame 2117/732;

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3. Authorizes the Company or its designees or successors in interest (including HPC or the Buyer) to take all actions such persons or entities deem necessary or desirable to terminate any other filings recording the security interests released herein, including filing UCC termination statements;

4. Revokes and terminates that certain unrecorded Release of Security Interest dated as of November 20, 2003 that was previously executed by Sand Hill for the benefit of Realestate.com, Inc. and which is superceded in its entirety and replaced by the present Release of Security Interest and Quitclaim Assignment;

5. To the extent that any right, title, or interest in any tangible or intangible assets or rights of the Company (including the domain name realestate.com) remains legally or beneficially vested in Sand Hill, Sand Hill does hereby assign, transfer and convey unto HPC Interactive, LLC and its successors and assigns all such rights, title and interests in such tangible or intangible assets or rights, as well as all goodwill that may be associated with such tangible or intangible assets, and all rights to sue, recover and retain damages for any past, current, or future infringement of said rights; and

6. Represents that (a) it has never conveyed any of its rights, title or interests in any asset or right formerly owned by the Company to any other party except for the Assignment and Acceptance Agreement dated as of December 18, 2000 to Sand Hill Capital Special Purpose, LLC and (b) there were never any other lenders party to the Loan and Security Agreement, dated as of June 14, 2000, between Sand Hill and the Company.

[signature page follows]

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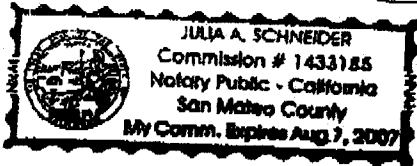
IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest and Quitclaim Assignment as of the first date written above.

SAND HILL CAPITAL II, L.P.

By: Robert A. Johnson
Name: ROBERT A. JOHNSON
Title: PRES

State of California
County of San Mateo

Before me personally appeared ROBERT A. JOHNSON, the above-identified individual who acknowledged that he/she has authority to execute this Release of Security Interest and Quitclaim Assignment on behalf of Sand Hill Capital II, L.P. on this 18th day of December 2003.



Julia A. Schneider
Notary Public in and for the
State of California
My Commission Expires: August 7, 2007

[NOTARIAL SEAL]

Accepted and Agreed by:

HPC Interactive, LLC

By: [Signature]
Name: Christopher A. Fraser
Title: Senior Vice President

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ANNEX A
TRADEMARK

Mark	App. No.	App. Date	Reg. No	Reg. Date	Status
REALESTATE.COM	75/681,517	4/12/99	2,366,117	7/11/00	registered