

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Acceptance Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sand Hill Capital II, L.P.		12/18/2000	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sand Hill Capital Special Purpose, LLC		
<b>Street Address:</b>	3000 Sand Hill Road		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2366117	REALESTATE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3246		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7043317546		
<b>Email:</b>	docket@kennedycovington.com		
<b>Correspondent Name:</b>	Michael A. Tobin		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower - 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	0020550.00019		
<b>NAME OF SUBMITTER:</b>	Marcia Siuda, Trademark Paralegal		

OP \$40.00 2366117

Total Attachments: 3  
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## ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Assignment Agreement") is entered into as of December 18, 2000 between Sand Hill Capital II, L.P. ("Assignor") and Sand Hill Capital Special Purpose, LLC ("Assignee"). Reference is made to the Loan and Security Agreement, dated as of June 14, 2000, among RealEstate.com, Inc., as Borrower, and the lenders signatory thereto as Lenders (the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

1. In accordance with the terms and conditions of Section 8 of the Loan Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's portion of the Credit Amount, as specified in Section 1 the Loan Agreement.

2. The Assignor (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Loan Agreement and the other loan documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance, as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the loan documents; (c) confirms that it is eligible as an assignee under the terms of the Loan Agreement; (d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the loan documents are required to be performed by it as a Lender; and (e) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Loan Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and Assignee, it will be delivered by the Assignor to the Assignee for recording. The effective

date of this Assignment (the "Settlement Date") shall be the date of the execution hereof by the Assignor and the Assignee.

5. Upon recording, as of the Settlement Date (a) the Assignee shall be a party to the Loan Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other loan documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Loan Agreement and the other loan documents.

6. Upon recording, from and after the Settlement Date, all payments under the Loan Agreement and the other loan documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) shall be made to the Assignee. Upon the Settlement Date, the Assignee shall pay to the Assignor the assigned share of the principal amount of any outstanding loans under the Loan Agreement and the other loan documents. The Assignor and Assignee shall make all appropriate adjustments in payments under the Loan Agreement and the other loan documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized, as of the first date above written.

**Sand Hill Capital II, L.P.**  
as Assignor

By: Robert A. Johns

Title: PRINCIPAL

**Sand Hill Capital Special Purpose, LLC**  
as Assignee

By: Robert A. Johns

Title: MANAGER