

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Mark

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPC Interactive LLC		12/19/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	LendingTree, Inc.
Street Address:	11115 Rushmore Drive
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2366117	REALESTATE.COM

CORRESPONDENCE DATA

Fax Number: (704)353-3246
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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: 3
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TRADEMARK

OP \$40.00 2366117

ASSIGNMENT OF MARK

WHEREAS, HPC Interactive LLC, a Delaware limited liability company (the "Seller"), is the owner of all rights, title and interests in and to the service mark and corresponding registration listed on Schedule A attached hereto and incorporated by reference herein, along with the associated goodwill (the "Mark"); and

WHEREAS, pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of December 19, 2003, LendingTree, Inc. ("LendingTree"), a Delaware corporation, is a successor to that portion of the business of Seller to which the Mark pertains and is desirous of acquiring all rights, title and interests in and to the Mark, together with the goodwill of the business to which the Mark pertains.

NOW THEREFORE, in consideration of ten (10) dollars, and for good and valuable consideration, the receipt and adequacy of which are acknowledged by Seller, Seller does hereby and effective as of the later of the Realestate.com Closing Date (as the term is defined in the Asset Purchase Agreement) or the date set forth below, assign, transfer and convey unto LendingTree, its successors and assigns, the entire right, title and interest in and to said Mark, throughout the world, together with the goodwill of the Mark and the portion of the business to which the Mark pertains, as well as the registration thereof, and all rights to sue, recover and retain damages for any past, current or future infringement of the Mark.

Seller acknowledges and agrees to take such further actions and execute such further documents as may be reasonably requested by LendingTree to record or otherwise evidence the conveyances herein.

[Signature Page Follows]

2198545.01
LIB: CH

TRADEMARK
REEL: 002787 FRAME: 0872

Date: December 19, 2003

HPC INTERACTIVE LLC

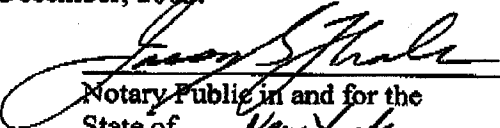
By: 
Name: Christopher A. Fraser
Title: Senior Vice President

State of New York

County of New York

Before me personally appeared Chris Fraser, the above-identified individual who acknowledged that he/she has authority to execute this Assignment of Mark on behalf of HPC Interactive LLC on this 19th day of December, 2003.

~~JASON S. WALTER~~
Notary Public, State of New York
No. 02TH6062273
Qualified in New York County
Commission Expires August 06, 2005


Notary Public in and for the
State of New York
My Commission Expires: 8/6/05

[NOTARIAL SEAL]

SCHEDULE A

Registration in United States:

MARK	REGISTRATION NO.	REGISTRATION DATE
REALESTATE.COM	2,366,117	7/11/2000

2198545.01
LIB: CH