

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.E. Ventures, Inc.		12/19/2003	CORPORATION: GEORGIA

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
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: 4
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TRADEMARK

CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is made between R.E. Ventures, Inc., a Georgia corporation, with its principal place of business in Atlanta, Georgia ("Assignor") and HPC Interactive, LLC, a Delaware limited liability company, with its principal place of business at Norcross, Georgia ("Assignee").

WHEREAS, pursuant to that certain Technology and Intellectual Property Sale and Assignment Agreement (the "Technology Agreement") dated as of November 12, 2002, Assignor acquired from Sand Hill Capital Special Purpose, LLC all right, title and interest in and to the Property (as defined in the Technology Agreement), including the trademark and registration listed on Annex A, together with the associated goodwill (the Trademark") and the domain name realestate.com (the "URL");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 15, 2002, Assignee acquired from Assignor all right, title and interest in and to certain property and rights of Assignor, such assets and rights transferred to Assignee in the aforementioned Asset Purchase Agreement specifically including the Trademark and URL and being referred to herein as the "Purchased Assets";

WHEREAS, documentation of Assignee's previous acquisition of all right, title and interest in the Trademark has not yet been recorded in the U.S. Patent and Trademark Office;

WHEREAS, Assignor and Assignee wish by this document to confirm the previous acquisition of the Trademark by Assignee in a document suitable for recording in the U.S. Patent and Trademark Office;

WHEREAS, Assignor and Assignee also entered into a certain Intellectual Property Collateral Assignment and Security Agreement dated November 15, 2002 in order to secure Assignee's promise to make such installment payments to Assignor, the Intellectual Property Collateral Assignment and Security Agreement and aforementioned Asset Purchase Agreement being collectively referred to herein as the "Agreements";

WHEREAS, Assignor and Assignee each acknowledge that their respective intent in executing the Agreements was to create a security interest in the Purchased Assets and Collateral, as that term is defined in the aforementioned Intellectual Property Collateral Assignment and Security Agreement (such definition including the Trademark and the URL), and not to effectuate an assignment of title or transfer any other rights in the Purchased Assets and Collateral from the Assignee to Assignor except for a security interest; and

WHEREAS, Assignee and its affiliates are currently negotiating the sale of the Trademark and other portions of the Collateral and Purchased Assets (including the URL) to a third party;

WHEREAS, Assignor and Assignee each acknowledge that a possibility exists that the Agreements may not be interpreted so as to accurately reflect Assignor's and Assignee's intent to create a security interest in the Purchased Assets or Collateral rather than conveying title of the Purchased Assets or Collateral to Assignor or otherwise transferring rights in the Purchased Assets or Collateral to Assignor other than a security interest;

WHEREAS, it is Assignee's intent to fulfill its remaining payment obligations to Assignor using proceeds received from the third party to which sale of the Trademark and URL is being negotiated;

WHEREAS, the aforementioned third party desires that any possible doubt regarding ownership

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of the Collateral or the Purchased Assets be resolved before entering into any purchase agreement with Assignee; and

WHEREAS, Assignee and Assignor also desire to resolve any possible doubt regarding ownership of the Collateral or Purchased Assets so that the aforementioned third party will enter into a purchase agreement with Assignee and thereby facilitate fulfillment of Assignee's remaining payment obligations to Assignor;

WHEREAS, Assignee and Assignor represent and agree that after execution of the Agreements, Assignee and Assignor exercised quality control over the goods and services associated with the Trademark and all other trademarks and service marks included in the Collateral or Purchased Assets and used by Assignee and, in fact, the quality of the goods and services associated with the Trademark and other such trademarks and service marks after execution of the Agreements remained equal to or superior than the quality of such goods and services before execution of the Agreements;

WHEREAS, Assignor represents that Assignee has thus far performed its obligations under the Agreements without any breach thereof; and

WHEREAS, Assignor represents that it has never conveyed any of its rights, title or interests in the Collateral, Purchased Assets, URL or in the Trademark to any other party, except pursuant to the Agreements.

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

1. Confirms that it has assigned and transferred, and does hereby assign and transfer to Assignee, its successors and assigns, absolutely and forever, all of Assignor's right, title and interest in and to the Purchased Assets and Collateral (including the Trademark and URL), together with the goodwill of the business symbolized by the Trademark and other intellectual property rights so assigned, and all causes of action for any and all past infringements of the rights so assigned occurring before or after the date of this assignment and the right to collect and retain the proceeds therefrom;
2. To the extent that any right, title or interests in the Purchased Assets or Collateral, other than a security interest, were conveyed back to Assignor by either of the Agreements, Assignor does hereby quitclaim, assign, transfer and convey unto Assignee and its successors and assigns all such rights, title and interests in the Purchased Assets and Collateral (including the Trademark and URL), as well as all goodwill that may be associated therewith, and all rights to sue, recover and retain damages for any past, current, or future infringement of said rights.

For the avoidance of doubt, Assignor and Assignee acknowledge and agree that as of November 15, 2002, but in no case later than the execution date hereof, the only legal or beneficial rights or interests in the Collateral or Purchased Assets remaining in Assignor is a security interest securing Assignee's payment obligations under the Agreements.

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IN WITNESS WHEREOF, Assignor has caused this Confirmatory Assignment to be executed and delivered effective as of November 15, 2002.

Dated: December 19, 2003

R.E. Ventures, Inc.

By: [Signature]

Name: Jeffrey CRM

Title: CEO

Accepted and Agreed by:

HPC Interactive, LLC

By: [Signature]

Name: Chris Engler

Title: SV

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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

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