


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>HomesbyAuction.com, L.L.C.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Texas Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Keller Williams Realty, Inc.</u> Internal Address: _____ Street Address: <u>3701 Bee Cave, Suite 200</u> City: <u>Austin</u> State: <u>TX</u> Zip: <u>78746</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Texas</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 29, 2004</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,821,924</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Purvi J. Patel</u> Internal Address: <u>Haynes and Boone, LLP</u> Street Address: <u>901 Main Street, Suite 3100</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>08-1394</u>	
DO NOT USE THIS SPACE		
9. Signature. <u>Purvi J. Patel</u>  <u>April 2, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 2		

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Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the 29 day of March, 2004 (the "Effective Date"), by and between HomesbyAuction.com, L.L.C., a Texas limited liability company with a business address of 3701 Bee Cave, Suite 200, Austin, Texas 78746, ("Assignor"), and Keller Williams Realty, Inc., a Texas corporation with a business address of 3701 Bee Cave, Suite 200, Austin, Texas 78746 ("Assignee").

WHEREAS, Assignor is the owner of all worldwide right, title and interest in the trademark GO TO AUCTION, including U.S. Trademark Registration No. 2,821,924 therefor (the "Trademark"):

WHEREAS, Assignee desires to obtain, and Assignor agrees to assign, all right, title and interest in and to the Trademark to Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Trademark, together with all corresponding goodwill.

Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and to otherwise take such action as is necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

Signed this 29 day of March, 2004.

IN WITNESS OF THIS ASSIGNMENT, Assignor has signed below:

HOMESBYAUCTION.COM L.L.C.

By: [Signature]
Gary Keller, President

STATE OF TEXAS

COUNTY OF Travis

SS:

Before me, a Notary Public, on this day personally appeared Gary Keller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Gary Keller, and that he has executed the same on behalf of HomesbyAuction.com, L.L.C. for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29 day of March, 2004.

[Signature]
Notary Public

My Commission Expires:

2.12.07

