

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/10/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Matrix Asset Management Corporation		09/10/2004	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	Matrix Asset Management LLC
Street Address:	700 Seventeenth Street
Internal Address:	Suite 2100
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76570531	REOSOURCE

**CORRESPONDENCE DATA**

Fax Number: (312)236-7516  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-268-4000  
 Email: ch.tm@piperrudnick.com  
 Correspondent Name: Christina L. Martini  
 Address Line 1: P.O. Box 64807  
 Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Helen M. Gentry
Signature:	/hmgentry/

CH \$40.00 76570531

Date:

12/22/2004

**Total Attachments: 7**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this 10<sup>th</sup> day of September, 2004 (the "Effective Date") by and between MATRIX ASSET MANAGEMENT CORPORATION, a Colorado corporation ("Transferor"), and MATRIX ASSET MANAGEMENT LLC, a Delaware limited liability company ("Transferee"), pursuant to that certain Contribution and Sale Agreement, effective as of August 31, 2004 (the "Agreement"), by and among First American Real Estate Solutions LLC, Matrix Bancorp., Inc. and Transferor. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

For the issuance by Transferee to Transferor of a membership interest in Transferee in accordance with Section 2.2(a) of the Agreement, the mutual agreements contained in the Agreement, and other consideration, the receipt and sufficiency of which is hereby acknowledged by Transferor and Transferee, Transferor and Transferee hereby agree as follows:

Transferor hereby contributes, assigns, transfers, delivers and otherwise conveys to Transferee, on the Effective Date, and Transferee agrees to purchase and assume from Transferor on the Effective Date, free and clear of all Encumbrances, other than Permitted Encumbrances and the Assumed Obligations (as defined below), all of the all of the Contracts, customer lists, accounts receivable, assets, properties (including Intellectual Property), rights, services and interests constituting the Matrix Business, which Contracts, customer lists, accounts receivable, assets, properties, rights, services and interests are set forth in Part 1 of Schedule A attached hereto, (ii) the liabilities and obligations of the Matrix Business set forth in Part 2 of Schedule A attached hereto (the "Assumed Obligations"), and (iii) all of the issued and outstanding membership interests in Realtybid International, LLC, a Delaware limited liability company, then owned by Transferor and its Affiliates (all such Contracts, customer lists, accounts receivable, assets, properties, rights, services, liabilities, membership interests, obligations and interests in (i), (ii) and (iii) are hereinafter referred to as the "Transferred Interests"), to have and to hold all and singular the Transferred Interests hereby assigned, transferred, delivered and otherwise conveyed, or intended so to be, unto Transferee and its successors and assigns forever.

Transferee hereby agrees to assume and shall fully discharge and pay each and every of the Assumed Obligations.

Each of Transferor and Transferee, for itself and its successors and assigns, hereby covenants and agrees to execute, acknowledge, and deliver all and every such further conveyance and other instruments and to do or cause to be done such further acts as the other and its successors or assigns shall reasonably request in order to carry out fully the intent of this Assignment.

This Assignment and the covenants herein shall inure to the benefit of Transferee and Transferor and their successors and assigns, and shall bind Transferee and Transferor and their successors and assigns.

Transferor hereby constitutes and appoints Transferee the true and lawful attorney of Transferor, with full power of substitution, for it and in its name and stead, but on behalf and for

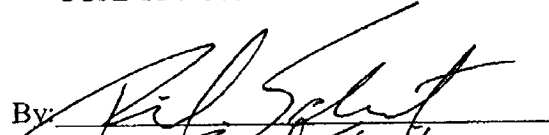
the benefit of Transferee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the Transferred Interests contributed, assigned, transferred, delivered and otherwise conveyed or intended so to be, by this Assignment or by other instruments or conveyance or assignment from Transferor to Transferee, and to give receipts and releases for or in respect of the same or any part thereof.

This assignment and all matters relating hereto shall be governed by the laws of the State of California, without regard to conflicts of law principles.

\* \* \*

IN WITNESS WHEREOF, Transferor and Transferee have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

MATRIX ASSET MANAGEMENT CORPORATION

By:   
Name: Richard Schmitz  
Title: Chairman

MATRIX ASSET MANAGEMENT LLC

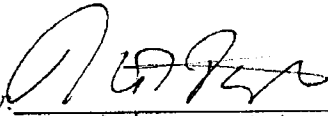
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Transferor and Transferee have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

MATRIX ASSET MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

MATRIX ASSET MANAGEMENT LLC

By:   
Name: Kenneth J. Desiasio  
Title: Vice President

**SCHEDULE 2.2(a) PART 1**

**CONTRACTS**

**A. Written Customer Contracts:**

1. Property Management and Marketing Agreement between MAMC and Aurora Loan Services Inc. dated April 10, 2001.
2. Property Management and Marketing Agreement between MAMC and Centant Mortgage Corporation dated December 31, 2002.
3. Property Management and Disposition Agreement between MAMC and ClifFinancial Mortgage Company, Inc. dated April 22, 2003.
4. Property Management and Marketing Agreement between United Special Services, Inc. (r/k/a MAMC) and EMC Mortgage Corporation dated January 10, 2001.
5. Property Management and Marketing Agreement between MAMC and Equity One dated August 19, 2003.
6. Property Management and Marketing Agreement between MAMC and First American Mortgage dated July 3, 2003.
7. Property Management and Marketing Agreement between MAMC and Goldman Sachs Mortgage Company dated August 3, 2003, as amended by amendment dated August 2, 2004.
8. Property Management and Marketing Agreement between MAMC and Green Tree Servicing LLC dated November 4, 2003.
9. Property Management and Marketing Agreement between MAMC and Matrix Capital Bank and Matrix Financial Services Corporation dated March 5, 2004.
10. Property Management and Marketing Agreement between MAMC and Saxon Mortgage Services, Inc. dated August 2, 2002.
11. Property Management and Marketing Agreement between MAMC and Household Finance Corporation dated March 4, 2004.
12. Property Management and Marketing Agreement between MAMC and First Magnus Financial Group dated May 7, 2004.

**B. MAMC provides services to the following entities under verbal arrangements. A draft of MAMC's standard Property Management and Marketing Agreement form has been forwarded on to the entities' legal counsel for review and negotiation and MAMC is performing in all material respects to the agreement.**

1. Washington Mutual FSB
2. Homecomings Finance
3. Flagstar Bank
4. Commercial Federal Bank
5. US Bank (OH)
6. Ohio Savings Bank

**C. MAMC provides services to the following entities on a case-by-case-basis or by arrangement pursuant to verbal arrangement:**

1. Vanderbilt Mortgage and Finance Inc. (4 properties currently in the system)
2. US Bank (KY) (1 property currently in the system)

**D. Other Contracts and Agreements:**

1. Revolving Promissory Note in the amount of \$100,000.00 from Realtybid International, LLC dated March 11, 2004.
2. Revolving Credit Agreement between MAMC and Realtybid International, LLC dated March 11, 2004.
3. Operating Agreement of Realtybid International, LLC dated February 12, 2004.
4. Sublease Agreement dated \_\_\_\_\_ between Experian eMarketing Inc., Tenant, and MAMC, Subtenant (sublease of office space located at 717 17th Street, Suite 200, Denver, CO)

5. Standard Office Lease dated August 29, 2003 between Watt Headquarters Limited Partnership and MAMC (for office space located at Suite 1020, 2716 Ocean Park Boulevard, Santa Monica, California).
6. Lease Agreement dated March 23, 2004 between Jack Wringler and MAMC (rental of condo for Jim Greene located at 1863 Wazee St., Unit 4H, Denver, Colorado); lease term expired and MAMC rents condo on a month-to-month tenancy.
7. Cable and Wireless Internet Services, Inc. Master Services Agreement dated August 20, 2004.
8. California Street Parking rent of 3 non-reserved and 1 reserve parking stalls (month to month arrangement).
9. GE Capital TotalCopy Agreement with MAMC dated June 3, 2004 to lease Sharp Copier AR-C260M #3502349X and Sharp Copier AR-C260M #3502350X.
10. GE Capital TotalCopy Agreement with MAMC dated May 23, 2003 for Sharp Copier AR-M450N #25033780.
11. GE Capital TotalCopy Agreement with MAMC dated May 2, 2003 to lease Sharp Copier AR-270 #26201525.
12. Xerox Capital Lease Agreement with MAMC dated March 22, 2004 to lease a Scanner/Fax #NWL-020425.
13. Xerox Capital Lease Agreement with MAMC dated March 22, 2004 to lease a Scanner/Fax #NWL-020412.
14. Service Agreement regarding plant maintenance with Interior Foliage.
15. Service Agreement with Deep Rock.
16. Listing Agreement between MAMC and Frederick Ross Company (list the Lower Level space and that part of the 7th floor that MAMC leases at 700 17th St. Denver, Colorado).
17. MapQuest Interconnect Agreement between MapQuest.com, Inc. and MAMC dated September 30, 2003.
18. Interchange Services Agreement dated March 24, 2004 between Fidelity Information Services, Inc. and MAMC.
19. Management Services and Technology Agreement dated December 26, 2003 between Field Asset Services, Inc. and MAMC.
20. Real Estate Owned Insurance Administrator Services Agreement dated September 11, 2003 between Balboa Insurance Company, Meridian Insurance Company and MAMC.
21. Mortgage Protection Real Estate Owned (REO) Policy Agreement dated September 11, 2003.
22. Flood Insurance Policy with Balboa Insurance Company dated September 11, 2003.
23. Verisign Agreement with Resource.
24. AIA Standard Form of Agreement between MAMC, Owner, Integrated Interiors & Construction, LLP, Contractor and Acquilano Leslie Inc, Architect, for Construction Projects of Limited Scope on subleased property at 717 17th St., Suite 200, Denver, CO.
25. Clay Aldrich Incentive Compensation Plan.
26. James Greene Relocation Agreement.
27. MAMC maintains agreements with various real estate brokers related to use of the Resource.com website. See the list of brokers attached as part of Exhibit A hereto.
28. MAMC's Master Listing Agreement. Total Agents in MAMC database: 10,183; active agents under Master Listing Agreement: 6,621; total agents with or without signed Master Listing Agreement: 8,064.

#### CUSTOMER LISTS

1. Customer List and potential Customer List for REO marketing and management services.
2. Customer list of real estate agents signed up for the listing subscription services with Resource.com.

#### ACCOUNTS RECEIVABLE

The accounts receivable of MAMC on the Accounts Receivable Listings dated as of August 31, 2004 and attached hereto as Exhibit B.

#### FURNITURE, FIXTURES AND EQUIPMENT (FF&E)



Each of the fixed assets listed on the MAMC Depreciation Schedule attached hereto as Exhibit C.

**INTELLECTUAL PROPERTY**

1. The "Offered Management System" ("OMS") Software purchased from Homestead.com, Inc. and Ekey Real Estate Inc. on August 15, 2003.
2. The version of MAMC's Asset Management System Software ("AMS") utilized by MAMC as of the Closing Date; however, MTRXC Realty retains ownership interest in the version of the AMS software being transferred to MTRXC Realty that it utilizes as of the Closing Date.
3. Pursuant and subject to Section 5.8 of the Agreement, consent to use of the name "Matrix Asset Management."

4. MAMC's Tradename Application with the U.S. Patent and Trademark Office regarding the "Reosource" name and any and all rights of MAMC associated with the name "Reosource."
5. The following URL's:

- a. [www.reosource.com](http://www.reosource.com)
- b. [www.matrixasset.com](http://www.matrixasset.com)
- c. [www.matrixassets.com](http://www.matrixassets.com)
- d. [www.matrixassetmanagement.com](http://www.matrixassetmanagement.com)
- e. [www.ams.chert.com](http://www.ams.chert.com)
- f. [www.matrixagents.com](http://www.matrixagents.com)
- g. [www.matrixagentsonly.com](http://www.matrixagentsonly.com)
- h. [www.matrixoms.com](http://www.matrixoms.com)
- i. [www.matrixreosourceproperties.com](http://www.matrixreosourceproperties.com)
- j. [www.mahireo.com](http://www.mahireo.com)
- k. [www.mamreotei](http://www.mamreotei)

**REAL PROPERTY OWNED**

None.

**MISCELLANEOUS**

1. The following MAMC Bank Accounts at Matrix Capital Bank and US Bank:
  - a. Operating Check Acct. No. 58-3810003-9 - checking account at Matrix Capital Bank for operating expense payment
  - b. Client Checking Acct. No. 58-3810004-7 - checking account at Matrix Capital Bank for client account payments and receipts.
  - c. REO Source Funds Acct. No. 58-3800111-2 - account at Matrix Capital Bank for petty cash.
  - d. MAMC Account No. 33616100 at USB-Goldman Sachs, US Bank account for Goldman Sachs escrow funds.
2. All of MAMC's current and active records, files and papers pertaining to the Matrix Business, including salary records, literature, contract forms, technical data, graphic material, pricing and information manuals, fixtures, sales and marketing literature and sales aids, and customer files (but excluding specifically corporate records, such as stock records, shareholder and board minutes and other similar items, and any records that MAMC is prohibited from transferring by applicable law.
3. To the extent transferable, all other assets owned by MAMC and used in connection with the Matrix Business.