

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORTGAGERAMP, LLC	FORMERLY MORTGAGERAMP, INC., MORTGAGERAMP INC. AND MORTGAGERAMP.COM, INC.	09/30/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	OT MATADOR INC.
Street Address:	7000 Central Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2606156	REALTY SERVICES INTERNATIONAL
Registration Number:	2630433	
Registration Number:	2630527	RSI
Registration Number:	2630528	RSI A SUBSIDIARY OF MORTGAGERAMP
Registration Number:	2684596	MULTITRAK
Registration Number:	2685416	RSI
Registration Number:	2914277	MORTGAGERAMP
Serial Number:	78425584	WATERFALL ADVISORS
Serial Number:	78425601	THE WATERFALL GROUP
Serial Number:	78448847	WATERFALL ADVISORS
Serial Number:	78448849	WATERFALL GROUP

OP \$290.00 2606156

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	11/03/2005

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 30th day of September, 2005 by and between MortgageRamp, LLC, a Delaware limited liability company, having its principal offices at 200 Witmer Road, Horsham, Pennsylvania 19044 (f/k/a MortgageRamp, Inc.; MortgageRamp Inc. and MortgageRamp.Com, Inc.) (the "Assignor"), and OT Matador Inc. ("Service Provider"), having its principal offices at 7000 Central Parkway, Suite 800, Atlanta, Georgia 30328 (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor is the owner of the trademarks listed in Schedule A hereto (the "Marks"), together with the goodwill connected with the use of and symbolized by the Marks.

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Acquisition Agreement") dated as of August 19, 2005, by and between the Assignor, the Assignee, OfficeTiger B.V., a limited liability company organized under Dutch law, OfficeTiger Holdings Inc., a Delaware corporation and GMAC Commercial Holding Corp., a Nevada corporation, the Assignor has agreed to assign, and the Assignee has agreed to assume, all of Assignor's legal and beneficial right, title and interest in and to certain assets, including the Marks; and

WHEREAS, the execution and delivery of this Assignment by the parties is a condition to the obligation of the parties to consummate the transactions contemplated by the Acquisition Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows (all capitalized terms herein shall have the same meaning as prescribed to them in the Acquisition Agreement).

1. The Assignor hereby assigns, conveys and transfers to the Assignee, its successors and assigns all of the Assignor's legal and beneficial right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks and the exclusive right to recover for damages and profits for past infringements of the Marks, from and after the date hereof.

2. The respective rights of the Assignor, on the one hand, and the Assignee, on the other, with respect to the Marks shall be governed by the Acquisition Agreement. In the event of a conflict between this Assignment and the Acquisition Agreement, the parties agree that the Acquisition Agreement shall control. All disputes between the Assignor and the Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provisions contained herein, shall be resolved in accordance with the Acquisition Agreement.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to choice of law principles thereof.

4. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

ASSIGNOR:

MORTGAGERAMP, LLC

By: Ken N. Bayer
Name: Ken N. Bayer
Title: President & CEO

STATE OF Georgia)
COUNTY OF DeKalb) ss:

Subscribed and sworn to before me this 29 day of September, 2005

[SEAL] Jill A. Ebbas
Notary Public
My Commission Expires 8-24-06

ASSIGNEE:

OT MATADOR INC.

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) ss:

Subscribed and sworn to before me this _____ day of _____, 2003.

[SEAL] _____
Notary Public
My Commission Expires _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

ASSIGNOR:

MORTGAGERAMP, LLC

By: _____

Name:

Title:

STATE OF _____)

) ss:

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__.

[SEAL]

Notary Public

My Commission Expires _____

ASSIGNEE:

OT MATADOR INC.

By: Greg Weisman

Name: Gregory S. Weisman

Title: Secretary

STATE OF Pennsylvania)

) ss:

COUNTY OF Philadelphia)

Subscribed and sworn to before me this 29th day of September, 2003⁵.

[SEAL]

Notary Public

My Commission Expires _____

NOTARIAL SEAL
MARIANNE ANSEL
PHILADELPHIA CITY, PHILADELPHIA COUNTY
My Commission Expires Feb 28, 2009

Marianne Ansel

Schedule A
The Marks

Mark	No.	Status
Realty Services International	2,606,156	Registered – Supplemental Register
Design Only	2,630,433	Registered
RSI (Stylized)	2,630,527	Registered
RSI A Subsidiary of MortgageRamp (and Design)	2,630,528	Registered
MultiTrack (Stylized)	2,684,596	Registered
RSI	2,685,416	Registered
MortgageRamp	2,914,277	Registered
Waterfall Advisors	78/425584	Pending
The Waterfall Group	78/425601	Pending
Waterfall Advisors	78/448847	Pending
Waterfall Group	78/448849	Pending