

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/15/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ResortQuest International, Inc.		12/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FRS Acquisition Company
Street Address:	3465 West Vine Street
City:	Kissimmee
State/Country:	FLORIDA
Postal Code:	34741
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78459794	FIRST RESORT

CORRESPONDENCE DATA

Fax Number: (802)658-1456
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 802-658-0220 x222
 Email: amanitsky@gravelshea.com
 Correspondent Name: Andrew D. Manitsky, Esq.
 Address Line 1: Gravel and Shea, 76 St. Paul Street
 Address Line 4: Burlington, VERMONT 05402-0369

ATTORNEY DOCKET NUMBER:	INSTANT SOFTWARE
NAME OF SUBMITTER:	Andrew D. Manitsky
Signature:	/Andrew D. Manitsky/

OP \$40.00 78459794

Date:

01/09/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is effective this 15th day of December, 2004 by and between **First Resort Software, Inc.**, a Colorado corporation and **ResortQuest International, Inc.**, a Delaware corporation (collectively, "Assignor") and **FRS Acquisition Company**, a Nevada corporation ("Assignee").

WHEREAS, This Agreement is entered into pursuant to terms of that certain Asset Purchase Agreement of even date herewith between Assignor and Assignee and others (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of the trademark application described in Exhibit A and may be the owner of the unregistered common law trademarks described in Exhibit A hereto (collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations applications therefore, and the right to apply for and register the Trademarks, in all countries throughout the world, together with the goodwill associated with the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.
2. From time to time, Assignor agrees, at Assignee's request and without further consideration, to execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and to perform any other reasonable acts Assignee may reasonably request in order to more effectively sell, transfer, convey and assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks.
3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature pages shall be considered originals.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

Executed as of December 15, 2004.

ASSIGNOR:

FIRST RESORT SOFTWARE, INC.
a Colorado corporation

By: [Signature]
Name: Mark Fioravanti
Title: EVP

State of Tennessee)
County of Davidson) ss.

Before me, a Notary Public within and for said County, personally appeared Mark Fioravanti, the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 15th day of December, 2004.

[Signature]
Notary Public
My commission expires:
November 24, 2007
ASSIGNOR:

RESORTQUEST INTERNATIONAL, INC.
a Delaware corporation

By: [Signature]
Name: Mark Fioravanti
Title: President

State of Tennessee)
County of Davidson) ss.

Before me, a Notary Public within and for said County, personally appeared Mark Fioravanti, the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 15th day of December, 2004.

Sandra Morgan
Notary Public

Signature Page - Trademark Assignment

My Commission Expires:
November 24, 2007

EXHIBIT A

Mark	Serial. No.	Filing Date
FIRST RESORT	Serial No. 78/459794	filed on July 30, 2004
FIRST RESORT SOFTWARE	NONE	NONE
FRS	NONE	NONE
AVMAIN	NONE	NONE
V12	NONE	NONE