

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
LANDLORDSOFTWARE.COM LLC		08/22/2006	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	SOCRATES MEDIA, LLC		
Street Address:	227 West Monroe		
Internal Address:	Suite 500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78935135	THE COMPLETE LANDLORD	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-5202		
Email:	chitmdocket@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	072230.010200		
NAME OF SUBMITTER:	Howard E. Silverman		
Signature:	/Howard E. Silverman/		

CH \$40.00 78935135

Date:

01/30/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT, effective August 22, 2006, by and between LANDLORDSOFTWARE.COM LLC, a Georgia limited liability company having a principal place of business at 5295 Highway 78, Suite D-106, Stone Mountain, GA 30087 ("LANDLORDSOFTWARE") and SOCRATES MEDIA, LLC, a Delaware limited liability company, having a principal place of business at 227 West Monroe, Suite 500, Chicago, IL 60606.

WHEREAS, LANDLORDSOFTWARE has rights in certain Trademarks, including the pending Trademark Application listed in the attached Schedule 1, and

WHEREAS, SOCRATES is desirous of acquiring and LANDLORDSOFTWARE is desirous of transferring and assigning to SOCRATES all of the right, title and interest in and to the Trademarks, together with all associated goodwill.

NOW, THEREFORE, in view of good and valuable consideration, including the mutual promises and undertakings herein set forth, the value, sufficiency and receipt of which are acknowledged by the parties, LANDLORDSOFTWARE and SOCRATES, intending to be legally bound, agree as follows:

1. LANDLORDSOFTWARE hereby assigns to SOCRATES, all right, title and interest in and to the Trademarks and pending U.S. Federal Trademark Application listed in the attached Schedule 1, together with all of the goodwill of the business associated with the use and symbolized by the Trademarks, together with all claims prior to the effective date of this Assignment that could have been asserted by LANDLORDSOFTWARE for damages by reason of past infringement by third parties of any of the Trademarks, with the same right to sue for, and collect on the same for SOCRATES' own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives.

2. LANDLORDSOFTWARE agrees to execute such instruments as SOCRATES deems necessary or desirable to vest in SOCRATES all right, title and interest in and to the Trademarks and pending Trademark Application listed in the attached Schedule 1, and to enable SOCRATES to record such rights in any and all countries around the world.

3. Upon execution of this Agreement, SOCRATES shall pay to LANDLORDSOFTWARE the sum of Five Thousand Dollars (\$5,000.00).

4. SOCRATES hereby grants LANDLORDSOFTWARE a limited, personal, royalty-free license to use the Trademarks solely as embodied in the mark "THE COMPLETE LANDLORD E-GUIDE" and solely in connection with the marketing, distribution, sale and production of LANDLORDSOFTWARE's downloadable electronic training guide for landlords, property managers and real estate investors distributed solely in electronic form via the internet (and in hard copy and CD form provided to customers purchasing the electronic downloadable version of the training guide) and as the mark "THE COMPLETE LANDLORD E-GUIDE" is currently used, and LANDLORDSOFTWARE shall not expand the scope of such use. LANDLORDSOFTWARE shall not market, distribute, license or sell THE COMPLETE LANDLORD E-GUIDE training guide in hardcopy or CD form through retailers. In order to insure the quality of goods bearing the licensed marks, LANDLORDSOFTWARE agrees to maintain the quality of the product currently offered bearing the licensed marks and to provide SOCRATES with reasonable quantities of such goods bearing the licensed marks upon reasonable demand. Following termination of said license to LANDLORDSOFTWARE or discontinuance of use of the mark, LANDLORDSOFTWARE will not make, use, sell or offer to sell any article or provide any service which makes use of or includes the

Trademarks, the mark THE COMPLETE LANDLORD E-GUIDE or any other mark which is likely to cause confusion or mistake as to the source for any product or service bearing the Trademarks when used on or in combination with any goods or services. LANDLORDSOFTWARE further agrees that it will engage in no action that has the effect of causing or promoting any confusion between LANDLORDSOFTWARE and SOCRATES or its Trademarks.

5. LANDLORDSOFTWARE will, upon request, but without expense to SOCRATES, sign all lawful papers, execute all renewals, and continued use declarations and/or extension applications, make all rightful oaths, execute any other forms of assignment for recordation of any and all facets of same in any country and generally do all other and further lawful acts deemed necessary or expedient by SOCRATES or by counsel for SOCRATES, to assist and/or to enable SOCRATES to obtain and enforce benefits from the Trademarks.

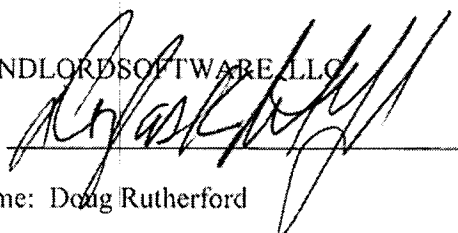
6. This Agreement will inure to the benefit of the successors and assigns of SOCRATES. The license granted to LANDLORDSOFTWARE is personal in nature and accordingly shall not be assigned, transferred or sublicensed to any person or entity without the prior written permission of SOCRATES, which permission shall not be withheld in connection with an assignment or transfer by LANDLORDSOFTWARE to a person or entity acquiring all right, title and interest in and to the Complete Landlord E-Guide product.

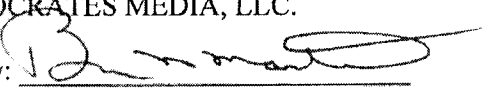
7. LANDLORDSOFTWARE represents, warrants and covenants that, with respect to each Trademark and the pending Trademark Application, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free and clear of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

8. This Agreement constitutes the entire agreement and supersedes all prior agreements between the parties, and shall be deemed binding upon the parties, their heirs, legal representatives and permitted successors.

9. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois and the State and Federal Courts having jurisdiction over Cook County, Illinois shall have exclusive jurisdiction over the parties and the subject matter hereof, and that the parties expressly consent to the personal jurisdiction of said Courts and waive any defense of forum non convenes.

IN WITNESS WHEREOF, the parties hereto have executed this TRADEMARK ASSIGNMENT AGREEMENT effective as of August 22, 2006.

LANDLORDSOFTWARE, LLC
By: 
Name: Doug Rutherford
Title: President

SOCRATES MEDIA, LLC.
By: 
Name: Bruce M. Masters
Title: COO

SCHEDULE 1

Common Law Trademarks:

Mark
COMPLETE LANDLORD
THE COMPLETE LANDLORD

Federal Trademark Application:

Mark	Serial No.	Filing Date	Status
THE COMPLETE LANDLORD	78/935,135	July 21, 2006	Pending