

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Re-record Merger document to delete merger between Coldwell Banker Corporation into Coldwell Banker Residential Holding Company recorded on Reel 1068 Frame 333. Neither party were the owner of the marks involved at the time of the merger.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coldwell Banker Corporation		10/05/1993	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Coldwell Banker Residential Holding Company
Street Address:	27271 Las Ramblas
City:	Mission Viejo
State/Country:	CALIFORNIA
Postal Code:	92691
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1153366	CB
Registration Number:	1154155	COLDWELL BANKER
Registration Number:	1215241	CB COLDWELL BANKER
Registration Number:	1598908	COLDWELL BANKER COMMERCIAL
Serial Number:	74102195	GUARDIAN
Serial Number:	74393851	PRESERVING THE TRUST
Registration Number:	0565757	PREVIEWS
Registration Number:	1450200	THE HOME SELLERS

CORRESPONDENCE DATA

Fax Number: (973)407-5331
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-407-5269

CH \$215.00 1153366

Email: uspto.mail@realogy.com
Correspondent Name: Joan Pinaire
Address Line 1: 1 Campus Drive
Address Line 4: Parsippany, NEW JERSEY 07054

ATTORNEY DOCKET NUMBER:	APOLLO - MERGER DELETION
NAME OF SUBMITTER:	Joan Pinaire
Signature:	/Joan Pinaire/
Date:	04/25/2007

Total Attachments: 13

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

The Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy hereof.
Box Assignments, Washington, DC 20231

1. Name of conveying party(ies):
COLDWELL BANKER CORPORATION,
 a Delaware corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation *CB*
 Other: _____
 Additional name(s) of conveying party(ies) attached? No
 Yes

2. Name and address of receiving party(ies):
 Name: Coldwell Banker Residential Holding Company
 Internal Address: _____
 Street Address: 27271 Las Ramblas
 City Mission Viejo State CA ZIP 92 91

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation *CB*
 Other _____

3. Nature of conveyance: *09*

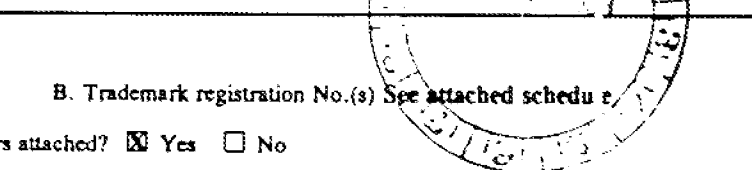
Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 5, 1993

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s) See attached schedule

Additional numbers attached? Yes No



5. Name and address of party to whom correspondence concerning document should be mailed:
PENNIE & EDMONDS
 1155 Avenue of the Americas
 New York, NY 10036

Attn.: Darren W. Saunders, Esq.

File No.: 7673-008

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41): \$ 1,340.00

Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.

8. Deposit account number:
16-1150

16 1150
981 4055
REC 1/20

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

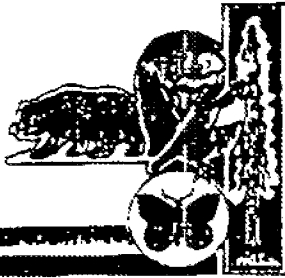
Darren W. Saunders, Esq. Darren W. Saunders 10/7/93
 Name of Person Signing Reg. No. Signature Date

89145705 Total number of pages comprising cover sheet: 7 18-0

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COMM. N. 7:30 PM 12/7/93

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State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

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March Fong Eu

Secretary of State

TRADEMARK

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ENDORSED
FILED

In the office of the Secretary of State
of the State of California

OCT 5 1993

AGREEMENT OF MERGER

MARCH TONG EU, Secretary of State

between

COLDWELL BANKER RESIDENTIAL HOLDING COMPANY

and

COLDWELL BANKER CORPORATION

This Agreement of Merger is entered into as of September 30, 1993 by and between Coldwell Banker Residential Holding Company, a California corporation (the "Surviving Corporation"), and Coldwell Banker Corporation, a Delaware corporation (the "Merging Corporation"). The Surviving Corporation and the Merging Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

RECITALS

WHEREAS, Fremont Group, Inc., a Nevada corporation ("Fremont"), together with certain investors (including certain executives of the Surviving Corporation), directly own all of the issued and outstanding shares of capital stock of the Merging Corporation;

WHEREAS, Coldwell, Banker & Company directly owns all of the issued and outstanding shares of capital stock of the Surviving Corporation;

WHEREAS Fremont, Sears, Roebuck and Co., a New York corporation, Coldwell, Banker & Company, a California Corporation, and the Surviving Corporation have entered into a Stock Purchase Agreement, dated as of May 12, 1993 (as amended, the "Stock Purchase Agreement");

WHEREAS the parties to the Stock Purchase Agreement have agreed to effect the transactions contemplated under Section 2.1 of the Stock Purchase Agreement by merging the Merging Corporation with and into the Surviving Corporation (the "Merger") pursuant to the terms hereof;

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WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of the shareholders of such Constituent Corporation that the Merging Corporation be merged with and into the Surviving Corporation pursuant to the terms hereof, and

WHEREAS, the parties hereto desire to execute this agreement of merger in order to effect the Merger in accordance with the relevant provisions of the California General Corporation Law (the "CGCL") and the Delaware General Corporation Law (the "DGCL").

NOW, THEREFORE, the parties hereto hereby agree upon and prescribe the terms and conditions of said merger, the mode of carrying them into effect and the manner and basis of converting the shares of the Constituent Corporations as follows:

ARTICLE I

THE MERGER

1.01 (a) The Merger shall be effective (the "Effective Time") at 11:30 a.m. Eastern Daylight Time/8:30 a.m. Pacific Daylight Time, on the date on which a copy of this Agreement of Merger is filed with the Secretary of State of the State of California and the Secretary of State of the State of Delaware.

(b) At the Effective Time of the Merger, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of the Merging Corporation shall thereupon cease. The Surviving Corporation shall be the surviving corporation in the Merger and the separate corporate existence of the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

1.02 The Surviving Corporation will be Coldwell Banker Residential Holding Company, changing its name to Coldwell Banker Corporation. The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of the Merging Corporation.

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ARTICLE 2

ARTICLES OF INCORPORATION, BYLAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.01 The Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time shall at the Effective Time be amended to read in its entirety in the form annexed hereto as Exhibit A, and as so amended, shall thereafter be the Articles of Incorporation of the Surviving Corporation, until duly amended in accordance with the terms thereof and the CGCL.

2.02 The bylaws of the Surviving Corporation immediately prior to the Effective Time shall remain the bylaws of the Surviving Corporation from and after the Effective Time, until duly amended in accordance with the terms thereof and the CGCL.

2.03 The directors of the Merging Corporation immediately preceding the Effective Time shall become the directors of the Surviving Corporation from and after the Effective Time to serve until the expiration of their terms and until their successors are elected and qualified.

2.04 The officers of the Surviving Corporation immediately preceding the Effective Time shall remain the officers of the Surviving Corporation from and after the Effective Time to serve at the pleasure of the Board of Directors of the Surviving Corporation.

ARTICLE 3

MANNER AND BASIS OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS

At the Effective Time of the Merger:

(a) Each share of capital stock of the Surviving Corporation then issued and outstanding (other than treasury shares, if any) shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive, upon sur-

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render of the certificate representing such shares, an amount in cash equal to the Applicable Amount (as defined below) for each share of such capital stock and shall no longer be outstanding for any other purpose; provided, however, that in no event shall the aggregate amount paid to shareholders of the Surviving Corporation exceed \$159,020,000. The "Applicable Amount" shall be determined by dividing the sum of the Purchase Price and Interest by one thousand (1,000). The "Purchase Price" shall be \$156,300,000 and "Interest" shall be calculated as \$80,000 for each day after September 1, 1993 that the Effective Time occurs.

(b) Each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Common Stock of the Surviving Corporation.

ARTICLE 4

TERMINATION

This Agreement of Merger may be terminated and the Merger abandoned at any time prior to the Effective Time of the Merger, whether before or after submission to or adoption by the shareholders of the Constituent Corporations, respectively: (a) by mutual consent of each of the Boards of Directors of the respective Constituent Corporations; (b) by Surviving Corporation, if any of the conditions set forth in Article VII of the Stock Purchase Agreement shall not have been satisfied or waived at and as of the closing; or (c) by Merging Corporation, if any of the conditions set forth in Article VIII of the Stock Purchase Agreement shall not have been satisfied or waived at and as of the closing.

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ARTICLE 5

MISCELLANEOUS

5.01 Stock Purchase Agreement. The Stock Purchase Agreement and this Agreement are intended to be construed together in order to effectuate their purposes.

5.02 Further Assurances. The Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

5.03 Effect of Merger. The effect of the merger is as prescribed by the CGCL and the DGCL.

5.04 Counterparts. This Agreement of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

5.05 Service of Process. In accordance with § 252(d) of the DGCL, the Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Merging Corporation, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of § 262 of the DGCL, and irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any such suit or other proceedings. The Delaware Secretary of State is requested to mail a copy of such process to the Surviving Corporation at the following address: 27271 Las Ramblas, Mission Viejo, California 92691, Attn: Sr. Vice President - Legal.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement of Merger to be executed by its respective officers, thereunto duly authorized, as of the day and year first above written.

COLDWELL BANKER RESIDENTIAL HOLDING COMPANY

By *Chandler B. Batton*
Chandler B. Batton
President

By *Gregory V. Blackburn*
Gregory V. Blackburn
Secretary

COLDWELL BANKER CORPORATION

By *Robert Jaunich II*
Robert Jaunich II
President

By *Timothy H. Hosking*
Timothy H. Hosking
Secretary

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EXHIBIT A

ARTICLES OF INCORPORATION
OF
COLDWELL BANKER CORPORATION

I

The name of this corporation is:
COLDWELL BANKER CORPORATION

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation is authorized to issue only two classes of shares designated "Common Stock" and "Preferred Stock," respectively. The number of shares of Common Stock authorized to be issued is 10 million common shares, par value \$0.01 per share. The number of shares of Preferred Stock authorized to be issued is 10 million preferred shares, par value \$0.01 per share.

The Preferred Stock may be divided into such number of series as the Board of Directors may determine. The Board of Directors is authorized to determine and alter the rights, preferences, privileges and restrictions granted to and imposed upon any wholly unissued series of Preferred Stock, and to fix the number of shares of any series of Preferred Stock and the designation of any such series of Preferred Stock. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares of such series then outstanding) the

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number of shares of any series subsequent to the issue of shares of that series.

IV

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

V

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through Bylaws provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permissible under California Law.

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**OFFICERS' CERTIFICATE
OF
COLDWELL BANKER RESIDENTIAL HOLDING COMPANY**

Chandler B. Barton, President, and Gregory V. Blackburn, Secretary, of Coldwell Banker Residential Holding Company, a corporation duly organized and existing under the laws of the State of California, do hereby certify:

1. That they are the President and Secretary, respectively, of Coldwell Banker Residential Holding Company, a California corporation.

2. That the total number of outstanding shares of each class of this corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total number of shares entitled to vote</u>
Common Stock	1,000

3. That the principal terms of the agreement of merger in the form attached hereto were approved and adopted by the shareholders of this corporation by a vote of the number of shares of each class which equalled or exceeded the vote required by each class to approve said agreement of merger.

4. That each class entitled to vote and the minimum percentage vote of each such class is as follows:

<u>Class</u>	<u>Minimum percentage vote required to approve the merger</u>
Common Stock	more than 50 percent

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OFFICERS' CERTIFICATE
OF
COLDWELL BANKER CORPORATION

Robert Jaunich II, President, and Timothy H. Hosking, Secretary, of Coldwell Banker Corporation, a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify:

- 1. That they are the President and Secretary, respectively, of Coldwell Banker Corporation, a Delaware corporation.
- 2. That the total number of outstanding shares of each class of this corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total number of shares entitled to vote</u>
Common Stock	1

3. That the principal terms of the agreement of merger in the form attached were approved and adopted by the sole shareholder of this corporation by a unanimous vote of the sole share outstanding.

4. That each class entitled to vote and the minimum percentage vote of each such class is as follows:

<u>Class</u>	<u>Minimum percentage vote required to approve the merger</u>
Common Stock	more than 50 percent (or 100% of the 1 share outstanding)

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Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

Executed at San Francisco, California, on September 30, 1993.



Robert Jauch II
President



Timothy H. Hosking
Secretary

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U.S. PATENT AND TRADEMARK
OFFICE