

USPTO

TO: JOHN POKORNEY COMPANY: 617 S ROCKFORD DRIVE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/05/2007  
 900078508**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	04/02/2007		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reallink Corporation		04/02/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zaio inc		
<b>Also Known As:</b>	AKA Zaio Corp		
<b>Street Address:</b>	617 S Rockford Drive		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85281		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2488300	REALINK	
<b>Registration Number:</b>	2666189	HOMEVALUENOW.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(480)449-2615		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	480-449-2600x112		
<b>Email:</b>	jpokorney@reallink.com		
<b>Correspondent Name:</b>	John Pokorney		
<b>Address Line 1:</b>	617 S Rockford Drive		
<b>Address Line 4:</b>	Tempe, ARIZONA 85281		
<b>NAME OF SUBMITTER:</b>	John Pokorney		
<b>Signature:</b>	/John Pokorney/		

OP \$65.00 2488300

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## ASSET ACQUISITION AGREEMENT

THIS ASSET ACQUISITION AGREEMENT (the "*Agreement*") is entered into effective as of March 9, 2007, by and among ZAIO CORPORATION, a Canadian corporation ("*ZAIO*") and REALINK CORPORATION, a Delaware corporation ("*Realink*"), and, for the purpose of agreeing to the indemnity obligations in Article 8, the undersigned SHAREHOLDERS OF REALINK (the "*Shareholders*").

### RECITALS:

A. Realink is a provider of real estate appraisal and settlement services focused on providing technology solutions to enhance customer service along with reduced cycle time and costs associated with evaluating property risk and closing transactions (the "*Business*").

B. ZAIO desires to purchase, and Realink desires to sell, substantially all of the assets of Realink on the terms set forth in this Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Realink, the Shareholders and ZAIO hereby agree as follows:

### ARTICLE 1 ACQUISITION

*1.1 Properties and Assets to be Acquired.* On the Closing Date (as defined herein), Realink shall assign and deliver to ZAIO, and ZAIO shall acquire from Realink, all of the properties and assets comprising the Business, of every kind and description, real, personal and mixed, tangible and intangible, wherever located, and whether or not carried on the books of Realink, all as the same shall exist on the Closing Date, excepting only the Excluded Assets described in Section 1.2 hereof (the "*Acquired Assets*"). Without limiting the foregoing, but to identify more particularly certain of the properties and assets to be exchanged hereunder, the Acquired Assets shall include:

(a) All components that comprise Realink's product lines, including those listed in Schedule 1.1(a) attached hereto (the "*Product Lines*");

(b) All patents, patents pending, designs, copyrights, trademarks and service marks (whether registered or unregistered), trademark and service mark registrations or applications, trade names, trade secrets, label filings, software, software documentation, software tools, technology, customer lists or other intellectual property related to the Business including that listed on Schedule 1.1(b) hereto (the "*Intellectual Property*");

(c) All furniture, fixtures, equipment, shelving, office supplies and miscellaneous items including that listed in Schedule 1.1(c) attached hereto;

If to ZAIO:

ZAIO Corporation  
1201 5th Street, Suite 330  
Calgary, AB, Canada T2R 0Y6  
Attn: Thomas J. Inserra

with a copy to:

Lewis and Roca LLP  
40 North Central Avenue  
Phoenix, Arizona 85004  
Attention: Thomas J. Morgan, Esq.  
Fax: (602) 734-3911  
Email: TMorgan@LRLaw.com

Written notice given by any other method shall be deemed effective only when actually received by the party to whom given.

**8.4 Expenses.** Except as set forth below, the parties shall bear their own respective legal, accounting, banking, advisory and other related expenses in connection with this Agreement and the sale and purchase provided for hereunder.

**8.5 Legal Representation.** The parties hereto acknowledge that the law firm of Lewis and Roca LLP has represented ZAIO and the law firm of Osborn Maledon, PA has represented Realink in connection with the negotiation and consummation of this Agreement and the transactions contemplated herein. The Shareholders have been advised to seek independent legal and accounting advice in connection with this Agreement and the transactions contemplated herein and have obtained such advice to the extent desired by them.

**8.6 Further Assurances.** After the Closing Date, Realink, at its own expense, shall do, execute, acknowledge and deliver all further acts, conveyances, transfers, documents and assurances necessary or proper to vest in ZAIO good title to the Acquired Assets, free and clear of any liens, claims, charges or encumbrances whatsoever, and otherwise to effect such sale in accordance with the provisions of this Agreement.

**8.7 Miscellaneous.** This Agreement (a) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, between the parties, with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; (c) shall be binding upon and inure to the benefit of ZAIO and Realink, and their respective successors and assigns; and (d) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Arizona as applied without regard to conflict of law principles. This Agreement may be executed in counterparts which together shall constitute a single agreement. Article headings and Section headings as contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8.8 *Gender.* Where in this Agreement masculine pronouns are used, such words shall be considered feminine or neuter pronouns where the context indicates the propriety of such use.

8.9 *Severability.* In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be deemed modified to the least extent necessary to cause such provision to be valid, legal or enforceable, and the validity, legality and enforceability of the other provisions of the Agreement shall not be affected or impaired thereby.

8.10 *Effect of Attachments.* Each Schedule and Exhibit referred to herein shall be deemed a part of this Agreement to the same extent as if each such Schedule and Exhibit was set forth herein in its entirety.

[Signatures to Follow]

1.1 (b) Intellectual Property

Trademark: Realink

Registration number 2488300 (9/11/2001); Serial Number #75/638733

Registered owner is Realink Corporation

Attorney of Record is Christopher Womack at Fennemore Craig

Trademark: homevaluenow.com

Registration number 2665189 (12/24/2002)

Attorney of Record is Stacie Smith at Fennemore Craig

Trade Name: Realink Appraisal Network

Expiration: 2/6/2012

Trade name # 263213


Domain Name Registration:

Realink.com


Expires 8/2/2008

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**ZAIO:**  
**ZAIO CORPORATION**

By   
Thomas J. Inserra  
Chief Executive Officer

**REALINK:**  
**REALINK CORPORATION**

By   
Stephen J. Oliver  
President & Chief Executive Officer

Jan-02-2008 12:08pm From: MICHAEL FERRARI

412220022

T-100 P.000/004 F-000

**BRIGHT CAPITAL PARTNERS III, L.P.**

By: Insight Venture Associates III, L.L.C.  
in General Partner

By: *Kanoff's*  
Name: *Jim M. Prins*  
Title: *Attorney in fact for Jeff Huang*

**BRIGHT CAPITAL PARTNERS III  
(CO-INVESTORS), L.P.**

By: Insight Venture Associates III, L.L.C.  
in General Partner

By: *Blumfeldt's*  
Name:  
Title:

**BRIGHT CAPITAL PARTNERS III  
(CAYMAN), L.P.**

By: Insight Venture Associates III, L.L.C.  
in General Partner

By: *Kanoff's*  
Name:  
Title:

**MIDWEST ECONOMIC OPPORTUNITY  
FUND, L.P. (Formerly known as  
NORTHEAST FUND II, LP)**

By:  
in General Partner

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

**TRUE NORTH PARTNERS, L.L.C.**

By: \_\_\_\_\_  
Name: *Michael Ferreri*  
Title: *Principal*

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Mar 06 07 02:40p Tom Hillman

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**INSIGHT CAPITAL PARTNERS III, L.P.**

By: **Insight Venture Associates III, L.L.C.**  
Its General Partner

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

**INSIGHT CAPITAL PARTNERS III  
(CO-INVESTORS), L.P.**

By: **Insight Venture Associates III, L.L.C.**  
Its General Partner

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

**INSIGHT CAPITAL PARTNERS III  
(CAYMAN), L.P.**

By: **Insight Venture Associates III, L.L.C.**  
Its General Partner

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

**MIDWEST ECONOMIC OPPORTUNITY  
FUND, L.P. (formerly known as  
NORTHOAST FUND II, LP)**

By: **Sony4, Inc.**  
Its General Partner

By: *Thomas E. Adlam*  
Name: *Thomas E. Adlam*  
Title: *General Partner Member*

**TRUE NORTH PARTNERS, L.L.C.**

By: \_\_\_\_\_  
Name: **Michael Pierce**  
Title: **Principal**



Michael Pierce

480-473-8808

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**INSIGHT CAPITAL PARTNERS III, L.P.**

By: InSight Venture Associates III, L.L.C.  
Its General Partner

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

**INSIGHT CAPITAL PARTNERS III  
(CO-INVESTORS), L.P.**

By: InSight Venture Associates III, L.L.C.,  
Its General Partner

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

**INSIGHT CAPITAL PARTNERS III  
(CAYMAN), L.P.**

By: InSight Venture Associates III, L.L.C.  
Its General Partner

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

**MIDWEST ECONOMIC OPPORTUNITY  
FUND, L.P. (formerly known as  
NORTHCOAST FUND II, LP)**

By:  
Its General Partner

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

**TRUE NORTH PARTNERS, L.L.C.**

By: Michael L. Pierce  
Name: Michael Pierce  
Title: Principal

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6/6/2007 6:17:45 PM PAGE 1/006 Fax Server

TO: JOHN POKORNEY COMPANY: 617 S ROCKFORD DRIVE



## UNITED STATES PATENT AND TRADEMARK OFFICE

### Facsimile Transmission

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	Company:	617 S ROCKFORD DRIVE
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From:	Name:	ASSIGNMENT SERVICES BRANCH
	Voice Phone:	571-272-3350

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#### Fax Notes:

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