

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
Brad W. Blumberg		10/01/2007	INDIVIDUAL:
Eric Blumberg		10/01/2007	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Smarter Agent, Inc.		
Street Address:	200 Federal Street		
Internal Address:	Suite 300		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2805699	SMARTER AGENT	
Registration Number:	2724991	REAL ESTATE ANY TIME ANYWHERE	
Registration Number:	2779957	REAL ESTATE ON THE FLY	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5745		
Email:	spitz@blankrome.com		
Correspondent Name:	Megan E. Spitz		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	114858-00101		

CH \$90.00 2805699

NAME OF SUBMITTER:	Megan E. Spitz
Signature:	/Megan E. Spitz/
Date:	10/26/2007
Total Attachments: 5 source=Smarter Agent Inc Trademark#page1.tif source=Smarter Agent Inc Trademark#page2.tif source=Smarter Agent Inc Trademark#page3.tif source=Smarter Agent Inc Trademark#page4.tif source=Smarter Agent Inc Trademark#page5.tif	

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, pursuant to this **TRADEMARK ASSIGNMENT**, dated as of October 1, 2007, Brad Blumberg, an individual with a place of residence at 9 Signal Hill Drive, Vorhees, NJ 08043, his successors, assigns and legal representatives, ("**Brad**") and Eric Blumberg, an individual with a place of residence at 103 S. Cambridge Ave., Ventnor, NJ 08406, his successors, assigns and legal representatives ("**Eric**" and together with Brad, the "**Assignors**"), assign to Smarter Agent, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "**Assignee**") certain intellectual property as more fully set forth herein.

WHEREAS, Assignors have good, marketable, and indefeasible title to the intellectual property and assets identified on Schedule A attached hereto (collectively, the "**Trademarks**");

WHEREAS, it is and has been the intention of the parties hereto that the ownership of the Trademarks reside in Assignee;

WHEREAS, Assignors are the original incorporators of Assignee and desire to assign, and Assignee wishes to acquire, all the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignors do hereby sell, transfer, convey, contribute and assign unto Assignee, all right, title and interest in and to the Trademarks and all other indicia of source throughout the universe, and all goodwill associated therewith, together with all rights to registration, renewal and extension of the Trademarks, to the full term or terms for which the Trademarks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignors if this Trademark Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of or other conflict with said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives ("**Trademark Rights**").

Assignors hereby authorize the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks, to be in the name of Assignee, as assignee of all of Assignors' Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. Assignors further agree to execute all documents and provide all authorizations necessary when reasonably requested by Assignee to effectuate the intent of this Trademark Assignment, including all authorizations necessary to effectuate electronic transfer of domain names.

Assignors hereby waive any and all paternity, integrity, moral and other similar rights that Assignors may now, or in the future, have that are embodied in the Trademarks. Each Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all pertinent facts and documents


relating to the Trademarks as may be known or accessible to each Assignor, and to execute and deliver promptly to Assignee or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce said the Trademarks which may be necessary or desirable to carry out the purposes hereof.

Assignors shall, at the request of Assignee, and without further consideration, execute and deliver any assignments or other documents and take and perform any other actions as reasonably necessary to vest, perfect or confirm of record or otherwise in Assignee, any and all right, title and interest in, to and under the Trademark Rights.

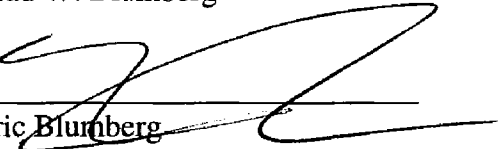
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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNORS




Brad W. Blumberg



Eric Blumberg

SMARTER AGENT, INC.

By: 

Name: Brad W. Blumberg
Title: Chief Executive Officer

SCHEDULE A

REGISTERED TRADEMARKS

SMARTER AGENT; Registration No. 2,805,699; Registration Date: 1/13/2004;
Registered to Brad W. Blumberg

REAL ESTATE ANY TIME ANYWHERE, Registration No. 2,724,991; Registration
Date: 6/10/2003; Registered to Brad W. Blumberg

REAL ESTATE ON THE FLY; Registration No. 2,779,957; Registration Date:
11/4/2003; Registered to Brad W. Blumberg

DOMAIN NAME REGISTRATIONS

SMARTERAGENT.COM	
SMARTERAGENT.NET	kansascityhomesandrealstate.com
SMARTERAGENTNETWORK.COM	newjerseyhomesandrealstate.com
SMARTERAGENTREALESTATE.COM	pennsylvaniahomesandrealstate.com
SMARTERAGENTREALTORS.COM	philadelphiahomesandrealstate.com
SMARTERAGENTREALTY.COM	delawarehomesandrealstate.com
SMARTERREALESTATE.COM	marylandhomesandrealstate.com
SMARTESTAGENT.COM	baltimorehomesandrealstate.com
SMARTERAGENTMOBILE.COM	virginiahomesandrealstate.com
smarteragenthomesandrealstate.com	washingtondchomesandrealstate.com
agentmobilelead.com	newyorkhomesandrealstate.com
agentmobileleads.com	miamihomesandrealstate.com
brokermobileleads.com	texashomesandrealstate.com
brokermobilelead.com	californiahomesandrealstate.com
gpshomesearch.com	losangeleshomesandrealstate.com
gpshomefinder.com	sanfranciscohomesandrealstate.com
recentlysoldrealstate.com	sandiegohomesandrealstate.com
recentlysoldproperties.com	chicagohomesandrealstate.com
smartyagent.com	floridahomesandrealstate.net
gpsrealtors.com	orlandohomesandrealstate.net
listingphone.com	lasvegashomesandrealstate.net
wireless-miami.com	arizonahomesandrealstate.net
wireless-sandiego.com	dallashomesandrealstate.com
wireless-lasvegas.com	sanantoniohomesandrealstate.com
wireless-philadelphia.com	southfloridahomesandrealstate.com
wireless-newyork.com	dadehomesandrealstate.com
wireless-california.com	browardhomesandrealstate.com
wireless-chicago.com	palmbeachhomesandrealstate.com
wireless-realestate.com	<i>Philly region SEO Package</i>
wireless-kansascity.com	oceancountyhomesandrealstate.com
wireless-boston.com	margateventnorhomesandrealstate.com

wireless-jacksonville.com	atlanticcityhomesandrealstate.com
wireless-tampa.com	wildwoodhomesandrealstate.com
wireless-charlotte.com	brigantinehomesandrealstate.com
wireless-orlando.com	capemayhomesandrealstate.com
wireless-dallas.com	seaislehomesandrealstate.com
wireless-houston.com	avalonhomesandrealstate.com
ALPHAGRID.COM	oceancityhomesandrealstate.com
LOCATIONCHIP.COM	eggharbor-townshiphomesandrealstate.com
	hamilton-townshiphomesandrealstate.com
	galloway-townshiphomesandrealstate.com
	cherryhill-voorheeshomesandrealstate.com
	princetonhomesandrealstate.com
	shorehomesandrealstate.com
	buckscountyhomesandrealstate.com
	berkscountyhomesandrealstate.com
	chestercountyhomesandrealstate.com
	montgomerycountyhomesandrealstate.com
	burlingtoncountyhomesandrealstate.com
	lancastrcountyhomesandrealstate.com
	mainlinehomesandrealstate.com