

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
Smarter Agent, Inc.		10/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Smarter Agent, LLC		
Street Address:	200 Federal Street		
Internal Address:	Suite 300		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	LIMITED LIABILITY COMPANY: 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		
NAME OF SUBMITTER:	Megan E. Spitz		

CH \$90.00 2805699

Signature:

/Megan E. Spitz/

Date:

10/29/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, pursuant to this **TRADEMARK ASSIGNMENT**, dated as of October 26, 2007, Smarter Agent, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "**Assignor**"), assign to Smarter Agent, LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (the "**Assignee**") certain intellectual property as more fully set forth herein.

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

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of even date herewith pursuant to which Assignor has contributed all of its assets and assigned all of its liabilities to Assignee;

WHEREAS, Assignor desires to assign, and Assignee wishes to accept assignment of, 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, Assignor does 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 Assignor 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**").

Assignor hereby authorizes 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 Assignor's Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. Assignor further agrees 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.

Assignor hereby waives any and all paternity, integrity, moral and other similar rights that Assignor may now, or in the future, have that are embodied in the Trademarks. 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 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.

Assignor 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.

SMARTER AGENT, INC.

By:

Name: Brad W. Blumberg

Title: Chief Executive Officer

SMARTER AGENT, LLC

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
gphomesearch.com	losangeleshomesandrealstate.com
gphomefinder.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	eggharborboroughhomesandrealstate.com
	hamiltontownshiphomesandrealstate.com
	gallowaytownshiphomesandrealstate.com
	cherryhillvoorheeshomesandrealstate.com
	princetonhomesandrealstate.com
	shorehomesandrealstate.com
	buckscountyhomesandrealstate.com
	berkscountyhomesandrealstate.com
	chestercountyhomesandrealstate.com
	montgomerycountyhomesandrealstate.com
	burlingtoncountyhomesandrealstate.com
	lanastercountyhomesandrealstate.com
	mainlinehomesandrealstate.com