

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Homes Realty, Inc.		12/01/2008	CORPORATION: FLORIDA
CIT Lending Services Corporation		12/01/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LendingTree, LLC		
<b>Street Address:</b>	11115 Rushmore Dr		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28277		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2397582	NEWHOMES.COM	
Registration Number:	0262404		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)255-5131		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 943 8472		
<b>Email:</b>	dashley@lendingtree.com		
<b>Correspondent Name:</b>	Debra Ashley		
<b>Address Line 1:</b>	11115 Rushmore Dr		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28277		
<b>NAME OF SUBMITTER:</b>	Debra Ashley		
<b>Signature:</b>	/debraashley/		
<b>Date:</b>	12/05/2008		

OP \$65.00 2397582

**Total Attachments: 27**

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During the Time Period, Lending Tree hereby grants to NHR a nonexclusive right to use the "New Homes Realty" names and marks, as well as the LeadSuite software and any related software applications required to operate the Texas offices.

This agreement may be amended, modified or supplemented only in a writing agreed to by LendingTree, NHR and Lender.

This agreement may be executed in counterparts with the same effect as if all the signatures on such counterparts appeared on one document and each such counterpart shall be deemed an original.

This agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law or choice of law principles thereof.

This agreement will be effective as of the date first written above.

NEW HOMES REALTY, INC.

BY: \_\_\_\_\_  
Name:  
Title

ACCEPTED AND AGREED

LENDINGTREE, LLC

By: \_\_\_\_\_

Name: VICTOR VACA  
Title: Vice President of Sales

CIT LENDING SERVICES CORPORATION

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**LENDINGTREE, LLC**

By: \_\_\_\_\_  
Name: *Victor Vaca*  
Title: *Vice President of Sales*

**CIT LENDING SERVICES CORPORATION**

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

CONSENTED TO and AGREED TO  
FOR THE PURPOSES OF SECTIONS  
1, 8 and 11;

**NEW HOMES REALTY, INC.**

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

IN WITNESS WHEREOF, each of the parties hereto and in the capacity indicated below has executed this Bill of Sale as of the day and year first above written.

CIT LENDING SERVICES CORPORATION    LENDINGTREE, LLC

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

  
\_\_\_\_\_  
Name: VICTOR VACA  
Title: VICE PRESIDENT OF SALES

**TRADEMARK**  
**REEL: 003898 FRAME: 0464**

IN WITNESS WHEREOF, each of the parties hereto and in the capacity indicated below has executed this Bill of Sale as of the day and year first above written.

CIT LENDING SERVICES CORPORATION    LENDINGTREE, LLC

*Christine A. Frank*

Name: CHRISTINE A. FRANK

Title: v.p., CIT Lending Services  
Managing Director, CIT Group

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**LENDINGTREE, LLC**

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

**CIT LENDING SERVICES CORPORATION**

By: Christine A. Frank  
Name: CHRISTINE A. FRANK  
Title VP, CIT LENDING SERVICES CORPORATION  
MANAGING DIRECTOR, CIT GROUP

CONSENTED TO and AGREED TO  
FOR THE PURPOSES OF SECTIONS  
1, 8 and 11;

**NEW HOMES REALTY, INC.**

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



During the Time Period, Lending Tree hereby grants to NHR a nonexclusive right to use the "New Homes Realty" names and marks, as well as the LeadSuite software and any related software applications required to operate the Texas offices.

This agreement may be amended, modified or supplemented only in a writing agreed to by LendingTree, NHR and Lender.

This agreement may be executed in counterparts with the same effect as if all the signatures on such counterparts appeared on one document and each such counterpart shall be deemed an original.

This agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law or choice of law principles thereof.

This agreement will be effective as of the date first written above.

NEW HOMES REALTY, INC.

BY: \_\_\_\_\_  
Name:  
Title

ACCEPTED AND AGREED

LENDINGTREE, LLC

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

CIT LENDING SERVICES CORPORATION

By: *Christine A. Frank*  
Name: *CHRISTINE A. FRANK*  
Title: *V.P., CIT Lending Services Corporation  
Managing Director, CIT Group Inc.*

EXHIBIT A  
ASSETS

**New Homes Realty Assets**

List of builders, and the builder agreements to the extent assignable  
 List of current, former, and prospective agents  
 List of current, former, and prospective customers  
 All pending brokerage agreements, written or otherwise, between NHR and its consumers  
 All prepaid or current licenses, to the extent assignable  
 All prepaid insurance, to the extent assignable

**New Homes Realty Fixed Assets**

Sys No	Co Asset No	In Svc Date	Depr Meth	Rem Life	Basis	Salvage Value	Thru Date	Current Accum Depreciation	Net Book Value	Pct Dep
001193	Solomon IV software 1193	01/01/00	SLMM	00 00	11,418.50		10/31/08	11,418.50	0.00	100.00%
001102	Conference phone 1102	03/31/00	SLMM	00 00	529.64		10/31/08	529.64	0.00	100.00%
001141	Net Hub 24 port 1141	03/31/00	SLMM	00 00	429.00		10/31/08	429.00	0.00	100.00%
001172	Pipeline router 1172	06/13/00	SLMM	00 00	1,284.00		10/31/08	1,284.00	0.00	100.00%
001183	Network switch 1183	07/19/00	SLMM	00 00	625.53		10/31/08	625.53	0.00	100.00%
001184	Phone, conference 1184	08/31/00	SLMM	00 00	529.64		10/31/08	529.64	0.00	100.00%
001185	External PowerVault 100T 1185	10/30/00	SLMM	00 00	1,083.91		10/31/08	1,083.91	0.00	100.00%
001220	Router 1220	06/06/02	SLMM	00 07	3,210.00		10/31/08	2,942.49	267.51	91.67%
001232	Misc racks/router 1232	09/01/02	SLMM	00 10	1,500.00		10/31/08	1,321.45	178.55	88.10%
001234	Norstar telephone equipment 1234	09/01/02	SLMM	00 10	3,000.00		10/31/08	2,642.85	357.15	88.10%
001264	Stereo, Bose 1264	02/12/03	SLMM	01 03	373.43	0.00	10/31/08	306.75	66.68	82.14%
001268	Apple laptop computer 1268	04/06/03	SLMM	01 05	4,040.27	0.00	10/31/08	3,222.59	817.68	79.76%
001270	Log Analyzer V8.0 1270	05/05/03	SLMM	01 06	2,158.93	0.00	10/31/08	1,696.30	462.63	78.57%
001276	1276	06/18/03	SLMM	01 08	518.93	0.00	10/31/08	395.36	123.57	76.19%
001275	1200C 4-port upgrade 1275	06/19/03	SLMM	01 08	1,760.00	0.00	10/31/08	1,340.96	419.04	76.19%
001281	Creative Suite Premium 1281	11/10/03	SLMM	02 00	1,080.00		10/31/08	771.45	308.55	71.43%
001292	Dell Poweredge 6650 1292	02/12/04	SLMM	00 03	11,600.00	0.00	10/31/08	11,020.00	580.00	95.00%
001287	HP LaserJet 4200 1287	03/02/04	SLMM	00 04	909.73	0.00	10/31/08	849.09	60.64	93.33%
001286	Rack mount keyboard/monitor 1286	03/19/04	SLMM	00 05	524.99	0.00	10/31/08	481.26	43.73	91.67%
001293	Projector DLP 1700 1293	04/08/04	SLMM	05 05	1,521.59	0.00	10/31/08	697.40	824.19	45.83%
001285	Inspiron 1150 laptop 1285	04/21/04	SLMM	00 06	1,593.45	0.00	10/31/08	1,434.10	159.35	90.00%
001294	Dell Dimension 4600 1294	07/02/04	SLMM	00 08	1,162.02	0.00	10/31/08	1,007.06	154.96	86.66%
001295	Catalys 2950 24pt hub 1295	07/02/04	SLMM	00 08	543.90	0.00	10/31/08	471.38	72.52	86.67%
001296	Dell Poweredge 6650 1296	08/20/04	SLMM	00 10	7,539.70	0.00	10/31/08	6,283.08	1,256.62	83.33%
001297	Dell PowerEdge 700 1297	08/23/04	SLMM	02 10	1,707.93	0.00	10/31/08	1,016.62	691.31	59.52%
001299	PIX 506E 3DES firewall 1299	09/27/04	SLMM	00 11	918.84	0.00	10/31/08	750.39	168.45	81.67%
001300	PowerEdge 2650 server 1300	10/22/04	SLMM	01 00	3,056.67	0.00	10/31/08	2,445.32	611.35	80.00%
001306	23 in LCD Monitor 1306	11/19/04	SLMM	01 01	1,846.38	0.00	10/31/08	1,446.34	400.04	78.33%
001307	23in LCD Monitor 1307	12/01/04	SLMM	01 01	1,831.67	0.00	10/31/08	1,434.79	396.88	78.33%
001309	Dell Poweredge 2650 1309	12/03/04	SLMM	01 01	3,360.88	0.00	10/31/08	2,632.71	728.17	78.33%
001332	PowerEdge 1850 1332	02/14/05	SLMM	01 03	2,510.22	0.00	10/31/08	1,882.65	627.57	75.00%
001333	PowerEdge 2850 1333	02/14/05	SLMM	01 03	3,150.07	0.00	10/31/08	2,362.53	787.54	75.00%

001330	Projector 1700 Lumen 1330	02/25/05	SLMM	01 04	1,151.66	0.00	10/31/08	844.54	307.12	73.33%
001329	Wireless hub w/13 Adaptors 1329	02/25/05	SLMM	01 04	957.95	0.00	10/31/08	702.49	255.46	73.33%
001341	PowerEdge 2850 server 1341	05/23/05	SLMM	01 07	3,256.01	0.00	10/31/08	2,224.93	1,031.08	68.33%
001342	PowerEdge 2850 server 1342	05/23/05	SLMM	01 07	3,256.02	0.00	10/31/08	2,224.93	1,031.09	68.33%
001343	PowerEdge 2850 server 1343	05/16/05	SLMM	01 07	3,256.02	0.00	10/31/08	2,224.93	1,031.09	68.33%
001345	Wireless bridge 1345	04/21/05	SLMM	01 06	839.95	0.00	10/31/08	587.96	251.99	70.00%
001346	Wireless bridge 1346	04/21/05	SLMM	01 06	824.95	0.00	10/31/08	577.46	247.49	70.00%
001347	Poweredge 2650 1347	05/07/05	SLMM	01 06	1,925.00	0.00	10/31/08	1,347.50	577.50	70.00%
001354	Sol Customization Manager 1354	06/17/05	SLMM	01 08	4,333.50	0.00	10/31/08	2,889.00	1,444.50	66.67%
001348	PowerEdge 2850 1348	05/12/05	SLMM	01 06	3,952.59	0.00	10/31/08	2,766.81	1,185.78	70.00%
001349	PV110T External Tape Drive 1349	05/14/05	SLMM	01 06	3,852.00	0.00	10/31/08	2,696.40	1,155.60	70.00%
001358	Sol IV-add'l Prof User 1358	07/22/05	SLMM	03 09	2,193.50	0.00	10/31/08	1,018.42	1,175.08	46.43%
001365	BCM 3.6 phone system 1365	09/23/05	SLMM	03 11	11,404.93	0.00	10/31/08	5,023.61	6,381.32	44.05%
001366	Toshiba 3511 color copier 1366	08/25/05	SLMM	03 10	11,529.25	0.00	10/31/08	5,215.62	6,313.63	45.24%
001368	Cisco WS-C2950 (2) 1368	09/26/05	SLMM	01 11	1,096.00	0.00	10/31/08	675.86	420.14	61.67%
001379	PC Recruiter software 1379	10/06/05	SLMM	01 11	600.00	0.00	10/31/08	370.00	230.00	61.67%
001382	1GB, 184-pin DIMM for 6650 1382	11/14/05	SLMM	02 00	1,010.04	0.00	10/31/08	606.03	404.01	60.00%
001387	PowerEdge 2850 server 1383	12/10/05	SLMM	02 01	4,299.72	0.00	10/31/08	2,508.15	1,791.57	58.33%
001385	Dell 17" flat panel monitor 1385	12/16/05	NoDep	00 00	262.85	0.00	10/31/08	8.76	254.09	3.33%
001386	KVM Switch 1386	12/20/05	SLMM	02 02	1,375.00	0.00	10/31/08	779.16	595.84	56.67%
001401	Router 1401	04/02/06	SLMM	02 05	569.96	0.00	10/31/08	294.47	275.49	51.67%
001405	Base Power Vault 220S 1405	04/15/06	SLMM	02 05	2,494.76	0.00	10/31/08	1,288.95	1,205.81	51.67%
001406	IDX Server 1406	04/15/06	SLMM	02 05	554.00	0.00	10/31/08	286.23	267.77	51.67%
001407	Server 1407	06/03/06	SLMM	02 07	3,400.47	0.00	10/31/08	1,643.55	1,756.92	48.33%
001408	Server 1408	06/03/06	SLMM	02 07	3,400.47	0.00	10/31/08	1,643.55	1,756.92	48.33%
001409	Server 1409	06/03/06	SLMM	02 07	3,400.47	0.00	10/31/08	1,643.55	1,756.92	48.33%
001433	PRINTER, MFC LASER FLTBD	05/01/06	SLMM	02 06	863.71	0.00	10/31/08	431.85	431.86	50.00%
001412	OptiPlex 210L Minitower 1412	07/01/06	SLMM	02 08	759.93	0.00	10/31/08	354.63	405.30	46.67%
001413	OptiPlex 210L Minitower 1413	07/01/06	SLMM	02 08	759.93	0.00	10/31/08	354.63	405.30	46.67%
001414	OptiPlex 210L Minitower 1414	07/01/06	SLMM	02 08	869.78	0.00	10/31/08	405.90	463.88	46.67%
001415	Dimension 1100 1415	07/01/06	NoDep	00 00	442.37	0.00	10/31/08	0.00	442.37	0.00%
001417	Opti 210L 1417	07/01/06	SLMM	02 08	913.76	0.00	10/31/08	426.42	487.34	46.67%
001426	LATITUDE D520 INTEL CORE DUO 1418	08/08/06	SLMM	02 09	1,828.03	0.00	10/31/08	822.62	1,005.41	45.00%
001447	Help desk software 1447	07/24/06	SLMM	07 09	537.00	0.00	10/31/08	120.83	416.17	22.50%
001448	Cybetonic Network Inf 1448	08/10/06	SLMM	07 09	702.60	0.00	10/31/08	158.09	544.51	22.50%
001425	PM G5 DUAL 2.3GHZ 1422	08/17/06	SLMM	02 10	2,589.30	0.00	10/31/08	1,122.03	1,467.27	43.33%

001422	Inspiron 1300 Intel Celeron M380 1420	08/24/06	SLMM	02 10	759.10	0.00	10/31/08	328.94	430.16	43.33%
001423	Inspiron 1300 Intel Celeron M380 1421	08/24/06	SLMM	02 10	759.10	0.00	10/31/08	328.94	430.16	43.33%
001445	Traffic and Statistical Analysis software 1445	08/25/06	SLMM	02 10	35,200.00	0.00	10/31/08	15,253.33	19,946.67	43.33%
001434	/Dell Computer 1434	08/31/06	SLMM	02 10	1,252.38	0.00	10/31/08	542.70	709.68	43.33%
001435	B&H photo equip 1435	09/07/06	SLMM	04 10	2,019.40	0.00	10/31/08	625.05	1,394.35	30.95%
001436	B&H photo equip 1436	09/08/06	SLMM	04 10	3,879.90	0.00	10/31/08	1,200.92	2,678.98	30.95%
001439	Atomic Park.com software 1439	09/08/06	SLMM	04 10	2,565.40	0.00	10/31/08	794.05	1,771.35	30.95%
001440	Frx Designer User 1440	10/03/06	SLMM	02 11	2,054.40	0.00	10/31/08	856.00	1,198.40	41.67%
001449	Tribune interactive 1449	11/15/06	SLMM	08 00	571.38	0.00	10/31/08	114.27	457.11	20.00%
001450	Tribridge Software 1450	11/15/06	SLMM	08 00	1,102.10	0.00	10/31/08	220.42	881.68	20.00%
001451	Corp Image Solutions 1451	12/15/06	SLMM	08 01	642.00	0.00	10/31/08	123.05	518.95	19.17%
001453	2 Solomon users - Tribridge	02/01/07	SLMM	08 03	4,494.00	0.00	10/31/08	786.45	3,707.55	17.50%
001465	Computer - D. Zynn	02/28/07	SLMM	01 04	2,396.85	0.00	10/31/08	1,331.58	1,065.27	55.56%
001469	Add on to Dell Computer 1467	04/06/07	SLMM	01 05	346.41	0.00	10/31/08	182.82	163.59	52.78%
001476	(4) Dell 2007FP Widescreen Monitors 1475	07/31/07	SLMM	01 09	1,406.75	0.00	10/31/08	586.15	820.60	41.67%
001477	(2) D531 Notebooks (4) Monitors 1476	07/31/07	SLMM	01 09	3,367.50	0.00	10/31/08	1,403.12	1,964.38	41.67%
001478	(2) D531 Notebooks (4) Monitors 1476	08/31/07	SLMM	01 10	3,367.50	0.00	10/31/08	1,309.58	2,057.92	38.89%
001479	(4) Dell 2007FP Widescreen Monitors 1475	08/31/07	SLMM	01 10	1,406.75	0.00	10/31/08	547.07	859.68	38.89%
001482	Computer Equip	09/12/07	SLMM	01 10	431.08	0.00	10/31/08	167.64	263.44	38.89%
001484	Dell Laptop - C. Robbins 1484	05/01/08	SLMM	02 06	825.31	0.00	10/31/08	137.55	687.76	16.67%
001485	Dell Laptop - Guy Foxwell 1485	07/22/08	SLMM	02 09	1,555.82	0.00	10/31/08	129.66	1,426.16	8.33%
001486	Server Memory 1486	10/09/08	SLMM	09 11	1,741.94	0.00	10/31/08	14.51	1,727.43	0.83%

Name	Make	Model	CPU	Ram	OS	Service Tag	Monitor Qty	Make	Model	Size	Dock
Ashu	Dell	Optiplex 745	x2 2.0ghz	2gb	XP	G7BNMC1	2	Dell	2007FPb	20"	
Kevin	Dell	Dimension 4700	2.8ghz	2gb	XP	9WVR881	2	Dell		17"	
David P	Dell	Optiplex 745	x2 2.0ghz	2gb	XP	9NXWQC1	2	Dell	2007FPb	20"	
Val	Dell	Inspiron 710m	2ghz	1gb	XP	71CNQ91	1	Dell		19"	

### New Homes Realty Registered Trademarks

Reg #	Reg Date	Reg Owner	Mark	Status	Cancel Date
2642404	10/29/2002	New Homes Realty, Inc.	LEADSUITE	live	
2397582	10/24/2000	New Homes Realty, Inc.	NEWHOMES.COM	live	
2483399	8/28/2001	New Homes Realty, Inc.	NEWHOMES.COM (and design)	dead	5/30/2008

Printable Domain List

<https://dcc.godaddy.com/PrintableDomainList.aspx?a...>**Printable Domain List**[Print](#)

Domain Name	Expires	Status	Nameservers
ALABAMA-REAL-ESTATE-ONLINE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ALBUQUERQUE-REAL-ESTATE-ONLINE.COM	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AMERICAHOMEGUIDES.COM	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ANNAPOLIS-REALESTATE.ORG	10/3/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ARIZONA-NEW-HOMES-ONLINE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ARIZONA-REAL-ESTATE-ONLINE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ARIZONACITYSITE.COM	8/31/2010	Active - Locked	NS1.TBLMEDIA.COM NS2.TBLMEDIA.COM
ARIZONAHOUSINGMARKET.NET	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ARIZONAREALESTATELISTINGS.ORG	10/3/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ASHEVILLE-REALESTATE.NET	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ATHENS-REALESTATE.NET	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
ATLANTAREALESTATEGUIDEONLINE.COM	4/4/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AUSTIN-HOMES-FOR-SALE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AUSTIN-NEW-HOMES-ONLINE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AUSTIN-REAL-ESTATE-ONLINE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AUSTIN-REALESTATE.ORG	10/3/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AUSTINREALTORFORLIFE.COM	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM

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Printable Domain List

<https://dcc.godaddy.com/PrintableDomainList.aspx?a...>

AUSTINTEXASHOMESREALESTATE.COM	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
AZ-REALESTATEGUIDE.COM	8/31/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
BALTIMORE-REALESTATE.ORG	10/3/2009	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
BATONROUGEREALESTATEONLINE.COM	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM NS3.NEWHOMES.COM
BIRMINGHAM-REAL-ESTATE-ONLINE.COM	8/31/2010	Active - Locked	NS1.NEWHOMES.COM NS2.NEWHOMES.COM

## SECURED LENDER SALE AGREEMENT

This SECURED LENDER SALE AGREEMENT ("Agreement") is made as of the 1st day December, 2008, by and between LENDINGTREE, LLC ("Buyer") and CIT LENDING SERVICES CORPORATION ("Lender"). NEW HOMES REALTY, INC. ("Debtor") consents to this Agreement and the transactions contemplated by this Agreement and provides certain agreements, representations and warranties in Sections 1, 8 and 11 of this Agreement.

### WITNESSETH

WHEREAS, Lender made certain loans (the "Loans") to the Debtor, and as collateral for the Loans, Debtor granted Lender a security interest in its personal property assets;

WHEREAS, Debtor is currently in default on its obligations to Lender; and

WHEREAS, Lender wishes to sell to Buyer, and Buyer wishes to purchase from Lender, certain of the assets of Debtor pursuant to a sale under Article 9-610 of the Uniform Commercial Code (the "Article 9 Sale") and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

**1. Agreement to Purchase.** Subject to the terms and conditions hereinafter set forth, Lender agrees to sell to Buyer, and Buyer agrees to purchase from Lender, Debtor's rights in the assets of Debtor listed on Exhibit "A" (collectively, the "Assets") to the extent that such Assets are subject to the provisions of the Uniform Commercial Code.

If it is determined that Lender does not have the ability to sell Debtor's rights in a particular Asset, because such Asset is not an asset that can be subject to the security interest under the Uniform Commercial Code or otherwise, then Debtor, by consenting to this Agreement, agrees to sell such Asset to Buyer for no additional consideration and the Lender shall have no liability as a result thereof.

Neither the Lender nor the Buyer is assuming or becoming responsible for any of the Debtor's liabilities or obligations. All such liabilities and obligations of Debtor, whether realized or unrealized, accrued or contingent, direct or indirect, and whether arising prior to the Closing or arising at any time from the conduct of Debtor's business or the ownership or operation of its properties prior to the Closing, or arising in connection with the Closing, including any liabilities or other obligations to the employees of Debtor, are not being assumed by the Lender or Buyer and neither the Lender nor the Buyer shall have any obligations with respect thereto

**2. Purchase Price/Audit Rights/Preservation of Assets.**

(a) The purchase price shall be paid by Buyer to Lender [REDACTED]

[REDACTED]

Profit generated by the Assets and earned by the Buyer in each of the following six three-month periods (the "Earnout Payments"). Earnout Payments will be made on or before the thirtieth (30<sup>th</sup>) day after the last day of each applicable three-month period, accompanied by a calculation worksheet, in the form of Exhibit "B", which verifies the amounts and calculations of the Adjusted Gross Profit and Earnout Payments generated in the applicable three-month period. The period of time during which the Earnout Payments are to be paid shall be referred to as the "Earnout Period". Payments made to the Lender hereunder shall be made by wire transfer as follows:

JP Morgan Chase & Company, New York, NY  
ABA #: 021 000 021  
Account #: 304 252 611  
Account Name: CIT Lending Services Corporation  
Reference: New Homes Realty

(b) [REDACTED]

(c) The Lender or its designee shall have the right to quarterly, at its sole cost, access the books and records of the Buyer for purposes of verifying the amounts and calculations of the Adjusted Gross Profit and Earnout Payments.

(d) [REDACTED] otherwise agreed to by the Lender in writing, Buyer will use its reasonable best efforts to maintain and keep operational the Assets in substantially the same form and condition as existing immediately prior to Closing, and in particular, Buyer shall use its reasonable best efforts to maintain and keep operational the Debtor's URLs including but not limited to [www.newhomesrealestate.net](http://www.newhomesrealestate.net) and [www.newhomes.com](http://www.newhomes.com). The Buyer shall use its reasonable best efforts to maintain and update the URLs with current content, substantially similar in nature to the content contained on the Debtor's websites prior to Closing, including but not limited to, the builder feeds and content, refreshed new home inventory, IDX feeds, and other real estate and geographic content necessary to attract and interest potential home buyers. The Buyer shall use its best efforts to maintain the Debtor's websites utilizing search engine optimization best practices. Notwithstanding the forgoing, the Buyer may make changes to the Assets (including but not limited to the URLs, the search engine optimization spiders, and the builder feeds and content) if the Buyer reasonably and in good faith determines that such changes will result in increased Adjusted Gross Profit.

**3. Closing.** The Closing means the transfer of the Assets [REDACTED] to be paid to Lender pursuant to Section 2. The Closing shall be deemed to occur upon the satisfactory completion of the conditions set forth in Section 4 and Section 5 (the "Closing Date"). Subject to the satisfaction of all conditions set forth in Sections 4 and 5 below, the Closing Date shall occur on or before December 1, 2008. If the Closing does not occur on or before December 1, 2008 (or such other date agreed to by the parties in writing), this Agreement shall become null and void.

**4. Buyer's Conditions to Closing.** The obligations of Buyer under this Agreement are subject to the fulfillment prior to or at the Closing of the following conditions:

- (a) execution and delivery by Lender and the Debtor of this Agreement;
- (b) execution and delivery by Lender of the Bill of Sale for the Assets, in the form of Exhibit "C";
- (c) no action, suit or proceeding will be pending or threatened by any third party or governmental or regulatory agency to restrain, prohibit or otherwise challenge the legality or validity of these transactions, and Lender shall have performed all agreements hereunder;
- (d) all of the representations and warranties of Lender and Debtor contained in this Agreement shall be true and accurate in all material respects.
- (e) leases of a material number of offices previously utilized by Debtor and determined by Buyer to be reasonably necessary to continue the business shall have been assigned or otherwise transferred to Buyer;
- (f) Buyer shall have obtained all necessary and material consents and approvals for assignment of those contracts, agreements, or other rights that Buyer reasonably has determined are necessary to continue the business;
- (g) a material number of individuals identified by Buyer who, immediately prior to the Closing, were acting as licensed real estate brokers for Debtor shall have agreed to serve as brokers for Buyer, and all necessary and material filings shall have been made with the applicable state regulatory agencies to designate such individuals as brokers for the Buyer; and
- (h) Buyer has not determined, in its reasonable discretion, that a material number of individuals previously designated as real estate agents for the Debtor have declined to serve as agents for Buyer following Closing.

**5. Lender's Conditions to Closing.** The obligations of Lender under this Agreement are subject to the fulfillment prior to or at the Closing of the following conditions:

- (a) execution and delivery by Buyer and Debtor of this Agreement;



(b) execution and delivery by Buyer of a Bill of Sale for the Assets, in the form of Exhibit C;

(c) no action, suit or proceeding will be pending or threatened by any third party or governmental or regulatory agency to restrain, prohibit or otherwise challenge the legality or validity of these transactions; and

(d) all of the representations and warranties of Buyer and Debtor contained in this Agreement shall be true and accurate in all material respects, and Buyer shall have performed all agreements required hereunder.

## **6. Lender's Representations, Warranties and Covenants.**

Because Lender is selling the Assets pursuant to an Article 9 Sale, the Assets are being transferred to Buyer on an “as is, where is” basis without recourse and without any representation or warranty of any kind, including any warranty of merchantability or the like, except as to the specific representations contained in this Section 6. Lender represents, warrants and covenants that as of the date hereof:

(a) Lender has full legal power and authority to enter into this Agreement.

(b) This Agreement and each of the documents executed in connection herewith (i) is a legally binding obligation of Lender, enforceable in accordance with its terms, (ii) has been duly and validly authorized by all necessary action of Lender, (iii) does not and will not result in a breach or default under Lender's formation or operating documents or under any agreement to which Lender is a party, and (iv) to the best of Lender's actual knowledge, does not violate any rule or regulation of any agency or governmental body.

(c) Lender has a valid, perfected and enforceable security interest in those Assets which are subject to the provisions of the Uniform Commercial Code evidenced by, *inter alia*, a properly filed UCC-1 financing statement(s) as required under the Uniform Commercial Code.

(d) Debtor has defaulted under the Loans, thereby entitling Lender to exercise its rights and remedies with respect to such Assets under the Uniform Commercial Code.

(e) The Lender has used its best efforts to comply in all material respects with the provisions of the Uniform Commercial Code and the Loan Documents in connection with the sale of the Assets to the Buyer

## **7. Buyer's Representations, Warranties and Covenants.**

Buyer represents, warrants and covenants that as of the date hereof:

(a) Buyer understands that the Assets are being transferred to Buyer on an “as is, where is” basis without recourse and without any representation or warranty of any kind, including any warranty of merchantability or the like, except as to the specific representations contained in Section 6.

(b) Buyer understands that Lender is not in the business of selling the Assets, is neither a manufacturer, distributor, nor dealer of the Assets, and has come into the right of possession of, and the right to sell, the Assets solely as a secured creditor, and that Lender makes no representation as to the Assets' condition and quality.

(c) Buyer has full legal power and authority to enter into this Agreement.

(d) This Agreement and each of the documents executed in connection herewith (i) is a legally binding obligation of Buyer, enforceable in accordance with its terms, (ii) has been duly and validly authorized by all necessary action of Buyer, (iii) does not and will not result in a breach or default under Buyer's formation or operating documents or under any agreement to which Buyer is a party, and (iv) to the best of Buyer's actual knowledge, does not violate any rule or regulation of any agency or governmental body.

## **8. Debtor's Representations, Warranties and Covenants.**

Debtor represents, warrants and covenants that as of the date hereof:

(a) (i) Except for Lender's interests in the Assets as a secured lender, as of November 5, 2008, the Debtor owned all of the Assets free and clear of any right, title and interest of any third party, and (ii) from November 5, 2008 through the Closing Date, Debtor has not transferred, sold, pledged, secured other otherwise hypothecated the Assets to any third party, and the Debtor covenants and agrees not to enter into any agreement that purports to transfer, sell or pledge the Assets; and (iii) other than Lender's interest in the Assets, Debtor is not aware of any attempt by any third party to claim any right, title, or interest in the Assets.

(b) Debtor acknowledges that it has defaulted under the Loans, thereby entitling Lender to exercise its rights and remedies with respect to the Assets under the Uniform Commercial Code.

## **9. Expenses.**

Each of the parties to this Agreement shall pay its own respective expenses incurred by them in connection with this Agreement and the transactions contemplated herein.

## **10. Notices.**

All notices or other communications required or permitted hereunder will be in writing and will be deemed given when delivered personally or by overnight courier (fare prepaid) addressed as follows:

If to Lender, to:

  
CIT Lending Services Corporation  
1 CIT Drive

Livingston, NJ 07039

If to Buyer, to:

[REDACTED]

President, RealEstate.com  
11115 Rushmore  
Charlotte, NC 28277

With a copy to:

[REDACTED]

Senior Vice President & General Counsel  
Tree.com, Inc.  
11115 Rushmore  
Charlotte, NC 28277

Notice will be deemed received the same day (when delivered personally) and the next business day (when delivered by overnight courier). Any party to this Agreement may change its address to which all communications and notices may be sent by addressing notices of such change in the manner provided.

#### **11. Confidentiality.**

Buyer and Lender agree that (except as to disclosure to their respective employees, officers, directors, agents, representatives, attorneys, accountants and financial advisors) they will treat in confidence all non-public documents, materials and other information which they have obtained regarding the other party during the course of the negotiations leading to the consummation of these transactions, the investigation provided for herein and the preparation of this Agreement and other related documents, unless disclosure is required by applicable law or by regulatory or judicial process. Notwithstanding the foregoing, nothing in this Agreement shall be construed as altering or amending the Non-Disclosure Agreement between the Buyer and the Debtor dated as of September 3, 2008.

#### **12. Public Announcements.**

Neither Buyer nor Lender will, without the approval of the other party (which may not be unreasonably withheld), make any press release or other public announcement concerning these transactions, except as and to the extent that such party will be so obligated by law, in which case the other party will be advised, and Buyer and Lender will use their best efforts to cause a mutually agreeable press release or announcement to be issued.

#### **13. Governing Law.**

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions.

**14. Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld; except that, following the Closing, the Buyer may, in its sole discretion, transfer and assign certain of the Assets to one or more of its wholly owned subsidiaries or divisions (“Transferred Entity”), provided that such transfer and assignment shall not relieve the Buyer of its obligations and responsibilities with respect to any such Assets, and such Transferred Entity agrees to become bound hereunder and a party hereto.

**15. Entire Agreement; Amendments.**

This Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels, terminates and supersedes any and all previous and/or contemporaneous oral agreements, negotiations, commitments and writings between the parties hereto with respect to such subject matter. No change, modification, extension, termination, notice of termination, discharge, abandonment or waiver of this Agreement or any of its provisions, nor any representation, promise or condition relating to this Agreement, will be binding upon any party unless made in writing and signed by such party.

**16. Interpretation.**

Article titles and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Agreement. All references to Sections and subsections contained in this Agreement refer to the Sections and subsections of this Agreement. All references to the words “include” or “including” mean “including without limitation.” Any and all Schedules, Exhibits, statements, reports, certificates or other documents or instruments referred to in or attached to this Agreement are incorporated by reference as though fully set forth at the point referred to in this Agreement. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

**17. Further Assurances and Cooperation.**

From time to time following the Closing Date, either party will at the request of the other party and without further consideration, execute and deliver to the requesting party such other instruments of conveyance and transfer as the requesting party may reasonably request in order to consummate the transactions intended to be consummated hereby, so long as such requested action does not cause the requested party to expend significant costs or fees or incur any liability. Subject to the foregoing, Lender and Buyer agree to use commercially reasonable best efforts to take all actions set forth herein in order to consummate the transactions contemplated hereby.

**18. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same agreement, and will become effective when counterparts, which together contain the signatures of each party hereto, will have been delivered to Buyer and Lender. Delivery of executed signature pages by facsimile transmission or electronic mail will constitute effective and binding execution and delivery of this Agreement.

**19. Third-Party Beneficiaries.**

This Agreement will not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

**20. Waiver of Jury Trial.**

**THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATING TO THIS AGREEMENT.**

**20. Limitation on Liability.**

**GIVEN THAT THE PARTIES AGREE THAT THE SALE OF THE ASSETS IS ON AN "AS IS" "WHERE AS" BASIS, AND THAT THE CONSIDERATION PAID BY THE BUYER IS REFLECTIVE OF SUCH A TRANSACTION AND THAT THE RISKS AND BENEFITS OF SUCH A TRANSACTION HAVE BEEN ALLOCATED ACCORDINGLY, AND WITHOUT DIMINISHING OR CHANGING THE AGREEMENT THAT THE TRANSACTION IS WITHOUT RECOURSE TO LENDER, THE PARTIES HAVE AGREED THAT THE TOTAL AGGREGATE LIABILITY OF LENDER TO BUYER (OR ITS ASSIGNEE) IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT, THE BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE SUM OF THE EARNOUT PAYMENTS ACTUALLY PAID BY BUYER TO LENDER.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**LENDINGTREE, LLC**

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

**CIT LENDING SERVICES CORPORATION**

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

CONSENTED TO and AGREED TO  
FOR THE PURPOSES OF SECTIONS  
1, 8 and 11;

**NEW HOMES REALTY, INC.**

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

EXHIBIT "A"  
LIST OF ASSETS

EXHIBIT "B"  
AGP CALCULATION WORKSHEET



EXHIBIT "C"

SECURED PARTY BILL OF SALE

## SECURED PARTY BILL OF SALE

THIS SECURED PARTY BILL OF SALE (this "Bill of Sale") dated December 1, 2008, is made by and between **CIT LENDING SERVICES CORPORATION** ("Lender") as a secured creditor of **NEW HOMES REALTY, INC.** ("Debtor") to **LENDINGTREE, LLC** ("Buyer"), pursuant to that certain Secured Lender Sale Agreement dated December 1, 2008 by and among Lender and Buyer (the "Sale Agreement"). Except as otherwise set forth herein, capitalized terms used herein shall have the meanings assigned to them in the Sale Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sale. Subject to the terms and conditions of the Sale Agreement, Lender, as a secured creditor of Debtor, does hereby sell to Buyer, pursuant to Section 9-610 of the Uniform Commercial Code, all of Debtor's rights in and to the assets listed on Schedule "1" attached hereto (collectively, the "Assets") to the extent that such Assets are subject to the provisions of the Uniform Commercial Code.

2. No Representations or Warranties. Buyer acknowledges by accepting this Bill of Sale that Lender is not in the business of selling the Assets, is neither a manufacturer, distributor, nor dealer of the Assets, and has come into the possession of the Assets solely as a secured creditor. Buyer further acknowledges that it is familiar with the Assets being transferred to it, has thoroughly examined and inspected the documentation evidencing the Assets and satisfied itself as to its existence, condition, and quality and has not in any way relied on any statements or representations made by the Lender (except such specific representations and warranties contained in Section 6 of the Sale Agreement), or any of its representatives or agents, as to the Assets, but has made the decision to purchase the Assets solely based on its own examination of the documentation evidencing the Assets.

THIS SALE IS MADE WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (EXCEPT SUCH SPECIFIC REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 6 OF THE SALE AGREEMENT), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AS TO TITLE, AND IS MADE "AS IS", "WHERE IS," AND IS WITHOUT RECOURSE IN ANY EVENT.

3. Acknowledgment. Buyer hereby acknowledges receipt of such Debtor's rights in and to the Assets, in accordance with, and subject to the terms and conditions of, the Sale Agreement

4. Binding Effect. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

5. Governing Law. The validity and effect of this Bill of Sale and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania.

6. Interpretations. The headings of the sections contained in this Bill of Sale are solely for convenience of reference and shall not affect the meaning or interpretation of this Bill of Sale.

7. Counterparts. This Bill of Sale may be executed by facsimile or electronic mail and in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*[Remained of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, each of the parties hereto and in the capacity indicated below has executed this Bill of Sale as of the day and year first above written.

**CIT LENDING SERVICES CORPORATION    LENDINGTREE, LLC**

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Name:  
Title:

---

Name:  
Title:

SCHEDULE "1"

LIST OF ASSETS