

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
NeighborHubs, LLC		10/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American, LLC
Street Address:	1417 15th Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	American, Inc.
Street Address:	1417 15th Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77251566	NEIGHBORCITY

CORRESPONDENCE DATA

Fax Number: (801)533-0323

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (801) 533-0320

Email: mail@batemanip.com

Correspondent Name: Randall B. Bateman

Address Line 1: P.O. Box 1319

OP \$40.00 77251566

900130520

TRADEMARK
REEL: 003961 FRAME: 0532

Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:

3705.NEIG.TM

NAME OF SUBMITTER:

Randall B. Bateman

Signature:

/Randall B. Bateman/

Date:

03/30/2009

Total Attachments: 2

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Website Data, Design, and Technology Agreement

This Agreement is by and between American Home Realty Network, LLC ("American LLC"), American Home Realty Network, Inc. ("American Inc") and NeighborHubs, LLC ("NeighborHubs").

Recitals:

- A. American LLC and American Inc are each licensed real estate brokers in multiple states, have a common ownership, employ the same business model, and coordinate their businesses to avoid any conflicts and disputes. In the states where each is licensed each has become members of the various real estate boards and secured by contract with the real estate boards MLS data which is used to populate various websites they have commissioned NeighborHubs to develop, operate, and maintain.
- B. NeighborHubs is in the business of developing software that facilitates real estate transactions which included creating, operating, maintaining and enhancing websites. NeighborHubs has developed special layouts, technology and systems to do this, and has secured data licenses from non-MLS suppliers to create website features that the competitors of American LLC and American Inc do not have.
- C. The parties desire to clearly agree on their respective ownership interests and rights and their method and amount of compensation each is to receive out of the income derived from the websites.

Terms and Conditions:

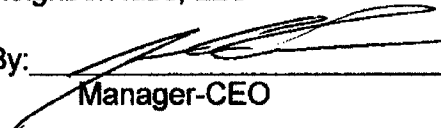
Now therefore, intending to be legally bound and incorporating the above recitals by this reference, the parties agree on the following terms and conditions.

- 1. NeighborHubs shall create, operate, maintain and continue to enhance such websites as American LLC and American Inc shall direct from time to time.
- 2. American LLC and American Inc shall supply the necessary MLS data for the websites.
- 3. American LLC and American Inc shall own the websites, the domain names, the MLS data, and any trade and service marks associated with, derived from, and/or published on the websites.
- 4. As between American LLC and American Inc, their respective ownership interests shall be in proportion to the quantity of MLS data each supplies to the websites from time to time. American LLC and American Inc understand and agree that this proportion will change from time to time. Since it will be necessary for various business purposes that this proportion be determined periodically, they agree that it shall be determined twice a year on the first Monday of the months of April and October.

5. NeighborHubs shall own the layouts of the websites, the technology used to create, operate and maintain the websites, and any non-MLS data secured by licenses from other third party data suppliers.
6. NeighborHubs shall receive as compensation from American LLC and/or American Inc thirty (30%) percent of the fees received by them from each closed real estate transaction that originated from the websites net of any real property information license fees (i.e. BlueBook International) payable on the transaction. The proportion determined in section 4, above, shall determine the respective shares each shall bear in the payment to NeighborHubs.
7. American LLC and American Inc, shall have the right to acquire from NeighborHubs by technology license and data license assignment all the assets and elements necessary to operate and maintain the websites themselves or contract with other website operators to do it for them using this technology and non-MLS data. In the event the parties are unable to arrive at a price acceptable to both, the matter of valuation shall be submitted to binding arbitration using the rules and system of the American Arbitration Association with each party bearing their own costs for legal and valuation experts.
8. This agreement is not assignable by any party without the consent of all parties which shall not be unreasonably withheld. This Agreement may only be amended by a writing referring to this Agreement and sign by the authorized officers and managers of the parties hereto.

Executed by the parties hereto on the date of the last authorized signature.

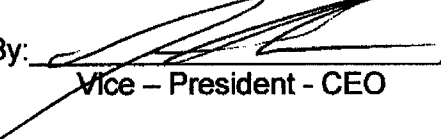
NeighborHubs, LLC

By:  10/01/07
Manager-CEO Date

American Home Realty Network, LLC

By:  10/01/07
Manager-CEO Date

American Home Realty Network, Inc.

By:  10/01/07
Vice - President - CEO Date