

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PBG Financial Services		10/01/2008	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Brandivation LLC
<b>Street Address:</b>	2033 Milwaukee Avenue
<b>Internal Address:</b>	Suite 237
<b>City:</b>	Riverwoods
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60015
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78083515	1.800HOME123.COM
Serial Number:	78083452	1.800HOME123.COM
Serial Number:	78320114	CLOSE MORE UNIVERSITY
Serial Number:	78382389	N CLOSE MORE UNIVERSITY
Serial Number:	78593379	N CLOSE MORE UNIVERSITY PRESENTS FROM NEW CENTURY MORTGAGE
Serial Number:	78488448	CUTTING THROUGH THE LOAN CLUTTER
Serial Number:	78517857	FAST N SURE INSURANCE WHEN YOU NEED IT!
Serial Number:	75385607	HOME 1-2-3
Serial Number:	78492931	HOME 123 CUTTING THROUGH THE LOAN CLUTTER
Serial Number:	78509088	HOME 123
Serial Number:	78517886	HOME 123 INSURANCE SERVICES
Serial Number:	78517832	INSURANCE WHEN YOU NEED IT!
Serial Number:	75732816	N

CH \$490.00 78083515

Serial Number:	78517877	N NC INSURANCE SERVICES
Serial Number:	75741825	N NEW CENTURY
Serial Number:	75554015	NEW CENTURY MORTGAGE
Serial Number:	76531479	NORTH AMERICAN REAL ESTATE SOLUTIONS
Serial Number:	76033411	THE HANDSHAKE IS BACK
Serial Number:	78774168	WE GET IT

**CORRESPONDENCE DATA**

Fax Number: (312)456-8435  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-456-8400  
Email: munozg@gtlaw.com  
Correspondent Name: Paul D. McGrady, Jr.  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: Greenberg Traurig, LLP - Suite 3100  
Address Line 4: Chicago, ILLINOIS 60601-1732

ATTORNEY DOCKET NUMBER:	108480-BRANDIVATION
NAME OF SUBMITTER:	Paul D. McGrady, Jr.
Signature:	/Paul D. McGrady, Jr./
Date:	05/12/2009

Total Attachments: 12  
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## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on 10/1/08, 2008, by and between Brandivation LLC (the "Purchaser") and PBG Financial Services (the "Seller").

### RECITALS

WHEREAS, Seller is the owner of all of the assets listed on Exhibit "A" attached hereto and incorporated herein by this reference, including the graphics, logos and images associated with those assets (collectively the "Assets"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Assets, for the price and upon the payment terms and other terms and conditions as stated in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. Effective upon execution of this Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's rights, title and interest in and to the Assets.
2. Purchase Price. The purchase price for the Assets is Seventy-Five Thousand Dollars (\$75,000), which Purchaser shall pay in full to Seller in cash or other immediately available funds upon the execution of this Agreement.
3. "AS IS" Transaction. Purchaser hereby expressly acknowledges that Seller's interest in the Assets is being conveyed to Purchaser on an "as is" and "where is" basis with all faults, without recourse and without any oral or written warranties or representations, express or implied, and Purchaser hereby agrees to accept such interests on such basis. Without limiting the foregoing, Seller hereby expressly disclaims any implied warranty of merchantability or fitness of the Assets for any particular purpose, and without any obligation on the part of Seller to perform any obligation or cure any default with regard to any of the Assets.
4. Additional Documents and Cooperation. Each party hereto agrees that such party will at all times do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, advances and assurances as may be reasonably required by the other party hereto or by any regulatory authority having jurisdiction in order to fully carry out and effectuate the transactions contemplated by this Agreement. The parties agree that they will cooperate reasonably with each other in all matters required for the reasonable consummation of such transactions. This Section shall survive the consummation of the transactions contemplated by this Agreement.
5. Sale and Other Taxes. Any and all sales or other taxes, if any (collectively, "Taxes"), relating to the sale of Assets in connection herewith shall be the sole responsibility of Purchaser.
6. No Transfers or Claims. Seller has not, prior to the date of this Agreement, sold, assigned or transferred any of the Assets or any interest therein, to any party other than Purchaser. Seller has no knowledge of any liability or obligation, actual, contingent or

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otherwise, including tax liabilities, or knowledge of any action, suit or proceeding pending, or to the knowledge of Seller, threatened against or related to any of the Assets, at law, in equity, or before any governmental department, commission, board or agency.

7. Miscellaneous.

7.1 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

7.2 Attorneys' Fees. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in pursuit or defense of such action.

7.3 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

7.4 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

7.5 Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and this Agreement shall not be deemed, for the purpose of construction and interpretation, to have been drafted by either party hereto.

7.6 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages provided that by doing so the parties agree to undertake to provide original signatures as soon thereafter as reasonable under the circumstances.

7.7 Entire Agreement. This Agreement contains the entire agreement between Purchaser and Seller relating to the sale of the Assets. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect.

7.8 Infringement. Nothing in this Agreement shall be construed to limit, reduce or otherwise modify any rights which Seller had to enforce any past, present or future infringement of any of the Assets or Seller's rights thereto, and all such claims, causes of action or rights shall transfer from Seller to Purchaser upon execution of this Agreement.

7.9 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto.

7.10 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions hereof will not in any way be affected or impaired thereby, provided that the subject matter hereof has not been materially modified.

7.11 Time of the Essence. Time is of the essence in this Agreement.

7.12 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Purchase Agreement as of the date stated above.

SELLER:

PBG Financial Services

By: 

Name: Howard Garner  
Title: Partner

PURCHASER:

Brandivision LLC

By: 

Name: Paul Kozak  
Title: Manager

EXHIBIT A

DOMAIN NAME SCHEDULE

123loan.com  
1-800-any-loan.com  
1-800-anyloan.com  
1-800anyloan.com  
1800anyloan.com  
1800home123.com  
800anyloan.com  
1800home123.tv  
888home123.com  
1ststerlingmortgage.com  
24-7realtorassist.com  
sdastramortgage.com  
anthonymcumings.com  
anyloan.com  
anyloancompany.com  
anyloancompany.net  
anyloancompany.org  
austinnationalmortgage.com  
bakersfieldmortgagepro.com  
banialopez.com  
belindamaroet.com  
bjlovesreferrals.com  
brycedahlin.com  
buybyrob.com  
caesarbritten.com  
campbellmortgages.com  
cariaspragg.com  
case-123.com  
case123.com  
case123.net  
christopheriefevre.com  
closemorenw.com  
closemoreu.com  
compufundmortgage.com  
cphloans.com  
deannaolivo.com  
debralowe.com  
donrelnartz.com  
dreamsapproved.com  
edwardjrussell.com  
eliteokc.com  
elitetulsa.com  
erinmerryman.com  
fasthomeioans-bymunez.com  
fasthomeioans-byrgreen.com  
fastinsur.com  
fastinsur.net  
fastinsur.org

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fastinsure.net  
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fastnsure.net  
fastnsure.org  
fastnsure.us  
fastqual.com  
financingtheislands.com  
findseattleloans.com  
freyfinancialmortgage.com  
fthoodmortgage.com  
gail-best.com  
gocommercial.com  
goldencakeloans.com  
gomultifamily.com  
handymanade.com  
home123.cc  
home1-2-3.com  
home123-builder.com  
home123-customersurvey.com  
home123.biz  
home123.info  
home123.net  
home123.org  
home123.tv  
home123.com  
home123.us  
home123.ws  
home123bank.com  
home123insurance.com  
home123corp.com  
home1-2-3corp.com  
home123direct.com  
home123info.com  
home123insurance.info  
home123insurance.name  
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home123insuranceservices.com  
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home123loan.net  
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home123loan.tv  
home123loan.ws  
home123loans.com  
home1-2-3loans.com  
home123loans.info  
home123loans.net  
home123loans.tv  
home123loans.us  
home123loans.ws  
home123mortgage.com  
home123partners.com  
home123partners.net  
home123-pld.com  
home123prime.com  
home123racing.com  
home123sucks.biz  
home123sucks.com  
home123sucks.info  
home123sucks.net  
home123sucks.us  
homebuyerbenefit.com  
homeandlenders.com  
homeandrockstar.com  
homeandbycolin.com  
homeandbyrandy.com  
ihaveyourhomeand.com  
insurxpress.net  
insurxpress.org  
jameslackman.com  
jamesloans.com  
jeffwiersma.com  
jeffwucinich.com  
jennasloans.com  
jennifercreach.com  
jessediamonds.com  
jimstick.com  
johnfgoad.com  
jullannegibson.com  
jumbolanz.com  
kensteamworks4you.com  
kevin-sills.com  
kingstonmortgage.com  
knowyourloans.com  
lakecorpuschristihomeloans.com  
laurakryan.com  
laureahansen.com  
leammoreu.com  
leammoreu.net  
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learnmoreuniversity.com  
learnmoreuniversity.net  
lesliethomerson.com  
lindetheicentury.com  
loanexpertsite.com  
loansbycori.com  
loanswithchrys.com  
loanswithpete.com  
marimortgage.com  
metmortgagelending.com  
midwesthomemtg.com  
midweststerlingmortgage.com  
milleho.com  
mishafor.com  
monticellomortgageservices.com  
montimortgage.com  
mortgage512.com  
mortgagesbymichelle.com  
mtganswerman.com  
mtgaustin.com  
nccommercial.com  
ncen.com  
ncenassociate.com  
ncenassociate.info  
ncenassociate.name  
ncenassociate.net  
ncenassociate.org  
ncenassociate.us  
ncencommercial.com  
ncendirect.net  
ncensucks.biz  
ncensucks.com  
ncensucks.info  
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ncinsuranceservices.com  
ncinsuranceservices.info  
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ncinsuranceservices.org  
ncinsuranceservices.us  
ncissaly.com  
ncmvboston.com  
ncmvtc.com  
ncmvtxas.com  
newcentury.com  
newcenturycommercial.com  
newcenturydirect.com  
newcenturydocs.com  
newcenturyfinancial.com  
newcenturyfinancial.net  
newcenturyfinancial.org

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newcenturyfinancialsucks.biz  
newcenturyfinancialsucks.com  
newcenturyfinancialsucks.info  
newcenturyfinancialsucks.net  
newcenturyfinancialsucks.us  
newcenturyhmda.com  
newcenturylending.com  
newcenturymortgage.com  
newcenturymortgage.com  
newcenturymortgagesucks.biz  
newcenturymortgagesucks.com  
newcenturymortgagesucks.info  
newcenturymortgagesucks.net  
newcenturymortgagesucks.us  
newcenturyonlinemortgages.com  
newcenturyonlinemortgages.net  
newcenturyprims.com  
newcenturysucks.biz  
newcenturysucks.com  
newcenturysucks.info  
newcenturysucks.net  
newcenturysucks.us  
newcenturyfc.com  
newvendsur.com  
newvendsure.com  
newvensur.com  
newvensure.com  
nick-watts.com  
northamericanres.com  
nwfundingsolutions.com  
onestopcarsshop.com  
pahome123.com  
pamelazank.com  
peachtreeresidentialmtg.com  
prestigeresidential.com  
primewestfunding.com  
ramonfrancis.com  
regabnewcenturymortgagesecurities.com  
resprimefunding.com  
reynarogers.com  
sdmort.com  
selectmortgagegroupitd.com  
selectmortgageitd.com  
sellmoreu.net  
sellmoreuniversity.com  
sellmoreuniversity.net  
southexasmortgagecenter.com  
stephaniefiseman.com  
summitresortlending.com  
teambiroschek.com



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theanyloancompany.com  
 theanyloancompany.net  
 theoriginators123.com  
 th-mortgage.com  
 totalmortgageresource.com  
 totalmortgageresources.com  
 wendycarley.com  
 worthfunding.com  
 wrtfinancial.com  
 wwwhome123.com  
 youcangatahome.com  
 yourlendinglady.com  
 yourlendingpro.com  
 ycurio.com




### TRADEMARK SCHEDULE

Assignee desires to acquire the following trademarks and the goodwill of the business associated with and symbolized by the Marks listed below.

Mark	Serial No.	Filed	Reg No.	Reg Date	Status
1.800HOME123.com	78/083,515	9/12/2001	2,389,001	4/9/2002	Registered
1.800HOME123.com & Design 1.800 <b>Home123</b> .com	78/083,452	9/11/2001	2,631,907	10/8/2002	Registered
123LOAN.COM	75/717,403	6/1/1999	2,486,670	9/11/2001	Registered
ACCESS LENDING	78/826,084	3/1/2006			Pending
Casa123	78/539,073	12/28/2004			Published
CLOSE MORE UNIVERSITY	78/320,114	10/29/2003	2,895,857	10/19/2004	Registered
CLOSE MORE UNIVERSITY & Design 	78/382,389	3/11/2004	2,905,252	11/23/2004	Registered
CLOSE MORE UNIVERSITY PRESENTS & Design 	78/593,379	3/23/2005	3,097,711	5/30/2006	Registered
CUTTING THROUGH THE LOAN CLUTTER	78/488,448	9/23/2004	3,130,921	8/15/2006	Registered

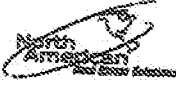
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Mark	Serial No.	Filed	Reg No.	Reg Date	Status
FAST N SURE INSURANCE WHEN YOU NEED IT! Logo  FAST N SURE <small>INSURANCE WHEN YOU NEED IT!</small>	78/517,857	11/16/2004			Published
FASTNSURE	78/474,249	8/26/2004			Published
HOME 123	73/385,607	11/6/1997	2,250,525	6/1/1999	Registered
Home 123 cutting through the loan clutter & Design <b>home123</b> <small>Cutting through the loan clutter</small>	78/492,931	10/1/2004	3,031,863	12/29/2005	Registered
HOME123 (Logo) <b>home123</b>	78/509,088	11/1/2004	3,040,935	1/10/2006	Registered
HOME123 CREDIT CARDS					Unfiled
Home123 Credit Tool Kit Deluxe	78/926,653	7/11/2006			Pending
HOME123 INSURANCE SERVICES & Design <b>home123</b> <small>Insurance Services</small>	78/517,886	11/16/2004	3,118,270	7/18/2006	Registered
Home123 Mortgage & Design <b>home123</b> MORTGAGE	77/043,669	11/14/2006			Pending
INSURANCE RIGHT/WHEN YOU NEED IT!	78/474,259	8/26/2004			Published
INSURANCE WHEN YOU NEED IT! N design	78/517,832	11/16/2004			Published
	75/732,816	6/17/1999	2,394,342	10/18/2000	Registered
NC INSURANCE SERVICES & N Design <small>NC INSURANCE SERVICES</small>	78/517,877	11/16/2004			Published
NEW CENTURY & N design 	75/741,825	6/18/1999			Published
NEW CENTURY FIRST MORTGAGE	78/643,996	6/6/2005			Published
NEW CENTURY MORTGAGE	75/554,015	9/15/1998	2,580,564	6/18/2002	Registered

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Mark	Serial No.	Filed	Reg No	Reg Date	Status
NORTH AMERICAN REAL ESTATE SOLUTIONS & Design 	76/531,479	7/17/2003	2,922,107	2/1/2005	Registered
QUICKFUND	76/022,988	4/11/2000	2,437,162	3/20/2001	Registered
RAPID REQUEST	78/523,745	11/29/2004	3,030,903	12/13/2005	Registered
THE HANDSHAKE IS BACK	76/033,411	4/25/2000	2,732,579	7/1/2003	Registered
TRATS FINANCIAL SERVICES	78/854,501	4/5/2006			Published
We Get It	78/774,168	12/15/2005	3,171,267	11/14/2006	Registered

#### ADDITIONAL IP ASSETS

Any and all associated graphics and logos associated with the above listed trademarks which Seller owns and any and all rights to any remaining transferable software license agreements if any, which Seller has.

BILL OF SALE

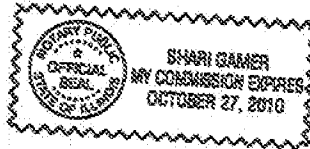
Seller, PBG Financial Services, in consideration of Ten and no/100 dollars (\$10.00), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, Brandivation LLC, the assets listed on the attached Exhibit "A".

Said Property is being transferred in "AS IS" condition, all warranties of fitness and merchantability are hereby excluded.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale on 10/1/08, 2008.

PBG Financial Services

[Signature]  
By: Howard Gamer, Partner



State of Illinois )  
County of Lake ) SS.

I, Shari Gamer, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD GAMER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, on October 15, 2008.

[Signature]  
Notary Public

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