

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Agreement and Plan of Reorganization	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Real Estate-On the Web, Inc.		01/25/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Reply! Inc.		
Street Address:	3000 F. Danville Boulevard, Suite 151		
City:	Alamo		
State/Country:	CALIFORNIA		
Postal Code:	94507		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2740274	CONNECTING NEIGHBORS	
Registration Number:	2740317		
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650 833-2170		
Email:	allyn.taylor@dlapiper.com		
Correspondent Name:	Allyn Taylor, Esq.		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	353952-900118/119		
NAME OF SUBMITTER:	Allyn Taylor, Esq.		
Signature:	/Allyn Taylor, Esq./		
Date:	07/22/2009		

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Total Attachments: 6

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AGREEMENT AND PLAN OF REORGANIZATION

BY AND AMONG

REPLY! INC.,

CONNECTING NEIGHBORS, LLC,

REAL ESTATE ON THE WEB, INC.

AND

JAY OTLEWSKI, AS SHAREHOLDERS' AGENT

January 25, 2005

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of January 25, 2005 by and among **Reply! Inc.**, a California corporation ("Acquiror"), **CONNECTING NEIGHBORS, LLC**, a Delaware limited liability corporation ("Merger Sub") and wholly owned subsidiary of Acquiror, **Real Estate on the Web, Inc., Inc.**, a Michigan corporation d/b/a **Connecting Neighbors** ("Target"), and, solely with respect to Sections 6.9 and 9 hereof, Jay Otlewski, the principal shareholder of Target ("Shareholders' Agent").

RECITALS

A. The Boards of Directors of Target, Acquiror and Merger Sub believe it is in the best interests of their respective companies and the shareholders of their respective companies that Target and Merger Sub combine into a single company through the statutory merger of Target with and into Merger Sub (the "Merger") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, the outstanding shares of Target Capital Stock, no par value ("Target Capital Stock"), shall be converted into the right to receive the Merger Consideration (as defined in Section 2.6(a)) upon the terms and subject to the conditions set forth herein.

C. Target, Acquiror and Merger Sub desire to make certain representations and warranties and other agreements in connection with the Merger.

D. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the Merger to qualify as a reorganization under the provisions of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Acquiror" has the meaning set forth in the introductory paragraph.

"Acquiror Common Stock" has the meaning set forth in Section 2.6(a).

"Acquiror Disclosure Schedule" has the meaning set forth in Section 4.

"Acquiror Indemnified Person" and "Acquiror Indemnified Persons" have the meanings set forth in Section 9.2(b).

"Acquiror Option Plan" has the meaning set forth in Section 4.3.

3.10 Intellectual Property.

(a) For purposes of this Agreement, "Intellectual Property" means:

(i) all issued patents, reissued or reexamined patents, revivals of patents, utility models, certificates of invention, registrations of patents and extensions thereof, regardless of country or formal name (collectively, "Issued Patents");

(ii) all published or unpublished nonprovisional and provisional patent applications, reexamination proceedings, invention disclosures and records of invention (collectively "Patent Applications" and, with the Issued Patents, the "Patents");

(iii) all copyrights, copyrightable works, semiconductor topography and mask work rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, semiconductor topography works and mask works, and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions (collectively, "Copyrights");

(iv) trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registrations of trade names (collectively, "Trademarks") and domain name registrations;

(v) all technology, inventions, designs, proprietary information, manufacturing and operating specifications, know-how, formulae, trade secrets, technical data, computer programs, hardware, software and processes; and

(vi) all other intangible assets, properties and rights (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights).

(b) Target owns or possess legally enforceable rights to use, all Intellectual Property used in the business of Target as currently conducted. The Intellectual Property owned by and licensed to Target collectively constitutes all of the Intellectual Property necessary to enable Target to conduct its business as such business is currently being conducted. No current or former officer, director, stockholder, employee, consultant or independent contractor has any right, claim or interest in or with respect to any Target Intellectual Property (as defined in Section 3.10(c) below).

(c) With respect to each item of Intellectual Property used in the business of Target (except "off the shelf" or other hardware or software widely available through regular commercial distribution channels at a cost not exceeding \$25,000 on standard terms and conditions) ("Target Intellectual Property"), Section 3.10 of the Target Disclosure Schedule lists:

(i) all Issued Patents and Patent Applications, all registered Trademarks, and pending trademark registrations and all registered Copyrights, including the

IN WITNESS WHEREOF, Target, Acquiror, Merger Sub and Shareholders' Agent have caused this Agreement to be executed and delivered by each of them or their respective officers thereunto duly authorized, all as of the date first written above.

REAL ESTATE ON THE WEB, INC.
d/b/a CONNECTING NEIGHBORS

By: Sean T. Fox
Sean Fox
President

REPLY! INC.

By: _____
Payam Zamani
President

CONNECTING NEIGHBORS, LLC

By: _____
Payam Zamani
President

SHAREHOLDERS' AGENT

Jay Otlewski

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By: _____
Sean Fox
President

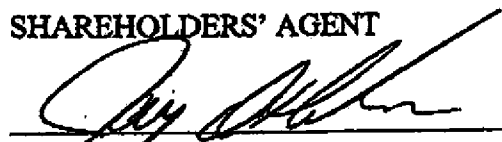
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Jay Otlewski