



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveying party/seller name should be changed to PBG Financial Services, Ltd. previously recorded on Reel 003986 Frame 0133. Assignor(s) hereby confirms the The purchase agreement is made and entered into on December 1, 2008, by and between Brandivation LLC and PBG Financial Services.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBG Financial Services, Ltd.		10/01/2008	COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Brandivation LLC		
Street Address:	2033 Milwaukee Avenue		
Internal Address:	Suite 237		
City:	Riverwoods		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76033411	THE HANDSHAKE IS BACK	
CORRESPONDENCE DATA			

NOTED

Fax Number: (312)456-8435
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-456-8400
Email: chitpmail@gtlaw.com
Correspondent Name: Eric J. Maiers
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

108480.011900

NAME OF SUBMITTER:

Eric J. Maiers

Signature:

/Eric J. Maiers/

Date:

11/05/2009

Total Attachments: 12

source=Recordal of Assignment 76033411#page1.tif
 source=Recordal of Assignment 76033411#page2.tif
 source=Recordal of Assignment 76033411#page3.tif
 source=Recordal of Assignment 76033411#page4.tif
 source=Recordal of Assignment 76033411#page5.tif
 source=Recordal of Assignment 76033411#page6.tif
 source=Recordal of Assignment 76033411#page7.tif
 source=Recordal of Assignment 76033411#page8.tif
 source=Recordal of Assignment 76033411#page9.tif
 source=Recordal of Assignment 76033411#page10.tif
 source=Recordal of Assignment 76033411#page11.tif
 source=Recordal of Assignment 76033411#page12.tif

RECEIPT INFORMATION

ETAS ID: TM156658
Receipt Date: 11/05/2009
Fee Amount: \$40

[Return to home page](#)

| [.HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/05/2009
900146986

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveying party/seller name should be changed to PBG Financial Services, Ltd. previously recorded on Reel 003988 Frame 0133. Assignor(s) hereby confirms the The purchase agreement is made and entered into on December 1, 2008, by and between Brandivation LLC and PBG Financial Services.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PBG Financial Services, Ltd.		10/01/2008	COMPANY: ILLINOIS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76033411	THE HANDSHAKE IS BACK

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: chiipmail@gtlaw.com
Correspondent Name: Eric J. Maiers
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	108480.011900
--------------------------------	---------------

CH S40.00 76033411

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE

NAME OF SUBMITTER:	Eric J. Maiera
Signature:	/Eric J. Maiera/
Date:	11/05/2009
<p>Total Attachments: 12</p> <p>source=Recordal of Assignment 78033411#page1.tif</p> <p>source=Recordal of Assignment 78033411#page2.tif</p> <p>source=Recordal of Assignment 78033411#page3.tif</p> <p>source=Recordal of Assignment 78033411#page4.tif</p> <p>source=Recordal of Assignment 78033411#page5.tif</p> <p>source=Recordal of Assignment 78033411#page6.tif</p> <p>source=Recordal of Assignment 78033411#page7.tif</p> <p>source=Recordal of Assignment 78033411#page8.tif</p> <p>source=Recordal of Assignment 78033411#page9.tif</p> <p>source=Recordal of Assignment 78033411#page10.tif</p> <p>source=Recordal of Assignment 78033411#page11.tif</p> <p>source=Recordal of Assignment 78033411#page12.tif</p>	

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on 10/11/09, 2009, 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 (20690001000078900.DOC)

TRADEMARK

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE

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

{206500010100078900.DOC}2

RP1316100-2
87187400.1

TRADEMARK

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE

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 Gamar
Title: Partner

PURCHASER:

Brandiva LLC

By: 

Name: Paul Kozak
Title: Manager

ML71-316100-3
071-076422.1

{2069*00010*00078900.DOC2}3

TRADEMARK

ERIC J. MAIERS COMPANY;77 W. WACKER DRIVE

EXHIBIT A

DOMAIN NAME SCHEDULE

- 125loan.com
- 1-800-any-loan.com
- 1-800-anyloan.com
- 1-800anyloan.com
- 1800anyloan.com
- 1800home123.com
- 800anyloan.com
- 1800home123.tv
- 888home123.com
- 1steterlingmortgage.com
- 24-7realtyassist.com
- adastramortgage.com
- anthonycurm(hq).com
- anyloan.com
- anyloancompany.com
- anyloancompany.net
- anyloancompany.org
- arundnationalmortgage.com
- bakersfieldmortgagepro.com
- benlopez.com
- belindaheast.com
- bjloveraffairs.com
- brycedhill.com
- buybyrob.com
- cesserwriter.com
- campbellmortgage.com
- carleapfrog.com
- case-123.com
- case123.com
- case123.net
- christopherdefvre.com
- clasmorancw.com
- ejoemoreau.com
- compfundmortgage.com
- cphloans.com
- dearywalva.com
- debrajawa.com
- derrainqtc.com
- drealmsapproved.com
- edwardjrusell.com
- elbrock.com
- elbetula.com
- winmarymar.com
- feathornloans-byrhunex.com
- feathornloans-bygreen.com
- feathour.com
- feathour.net
- feathour.org

(206900010\00078900.DOC\2)4

XI-FI-318168-1
07:57532.1




TRADEMARK

ERIC J. MAIERS COMPANY: 77 W. WACKER DRIVE

theanyloancompany.com
 theanyloancompany.net
 theoriginals123.com
 lr-mortgage.com
 totalmortgageresources.com
 totalmortgageresources.com
 wendycarley.com
 worthfunding.com
 wtrfinancial.com
 wwwhome123.com
 youcangalashome.com
 yourlendinglady.com
 yourlendingpro.com
 yours.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.	File No.	Reg. No.	Reg. Date	Status
1.800HOME123.com	78/083,513	9/12/2001	2,533,001	4/9/2002	Registered
1.800HOME123.com & Design					
	78/093,452	9/11/2001	2,631,907	10/9/2002	Registered
123LOAN.COM	75/717,403	6/1/1999	2,486,670	9/12/2001	Registered
ACCESS LENDING	78/826,091	3/1/2004			Pending
Case123	78/539,073	12/28/2004			Published
CLOSE MORE UNIVERSITY	78/320,114	10/29/2000	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					
	78/503,379	2/23/2005	3,097,711	5/30/2006	Registered
CUTTING THROUGH THE LOAN CLUTTER	78/488,448	9/23/2004	3,136,921	3/13/2006	Registered

(206900010100078900.DOC)9

RP/1-616103-2
 RP/1-071623.1

TRADEMARK

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE


Mark	Serial No.	Reg. No.	Reg. Date	Status
FAST N SURE INSURANCE WHEN YOU NEED IT! Logo				
				
FAST N SURE	78/513,357	11/16/2004		Published
FAST N SURE	78/474,349	8/26/2004		Published
HOME 123	75/385,607	11/6/1997	2,390,324	6/17/1999 Registered
Home 123 cutting through the loan clutter & Design				
Home123	78/492,801	10/7/2004	3,031,863	12/29/2005 Registered
HOME123 (Logo)				
Home123	78/509,088	11/1/2004	3,040,935	1/10/2006 Registered
HOME123 CREDIT CARDS				Unfiled
Home123 Credit Tool FR Design	78/826,653	7/11/2006		Pending
HOME123 INSURANCE SERVICES & Design				
Home123 Insurance Services	78/517,886	11/16/2004	3,118,270	7/18/2005 Registered
Home123 Mortgage & Design				
Home123 MORTGAGE	77/043,662	11/14/2006		Pending
INSURANCE RIGHT WHEN YOU NEED IT!	78/474,359	8/26/2004		Published
INSURANCE WHEN YOU NEED IT!	78/517,833	11/16/2004		Published
N design				
				
NC INSURANCE SERVICES & N Design	75/732,816	6/17/1998	3,394,342	10/10/2000 Registered
NEW CENTURY & N design				
NEW CENTURY	75/741,323	6/18/1998		Published
NEW CENTURY FIRST MORTGAGE	78/443,928	6/6/2003		Published
NEW CENTURY MORTGAGE	75/534,013	9/15/1998	3,580,364	6/18/2002 Registered

{206940001060078500.DOCX2} 10

WPI-316438-2
SP187883.1

TRADEMARK

ERIC J. MAIERS COMPANY: 77 W. WACKER DRIVE

Mark	Serial No.	Filed	Reg. No.	Reg. Date	Status
NORTH AMERICAN REAL ESTATE SOLUTIONS & Design 	76531,479	7/17/2008	2,922,187	2/1/2009	Registered
QUICKFUND	76022,988	4/11/2008	2,437,162	3/20/2009	Registered
RAPID REBOUST	78/323,743	11/19/2004	3,030,903	12/13/2005	Registered
THE HANDSHAKE IS BACK	76/033,411	4/23/2008	3,732,572	7/1/2009	Registered
TRATS FINANCIAL SERVICES	78/854,501	4/13/2006			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.

{2069/0001/000078900.DOC2} 11

RLF1-316/03-2
871-876211

TRADEMARK

REEL: 094093 FRAME: 0140

ERIC J. MAIERS COMPANY:77 W. WACKER DRIVE

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 10/15/08, 2008.

PBG Financial Services

[Signature]
By: Howard Gambr, Partner



State of Illinois)
County of Lake) SS.

I, Shari Gambr, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD GAMBR, 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

[[029600100007]]94.WPDA