

TO: ALLYN TAYLOR, ESQ. COMP. : 2000 UNIVERSITY AVENUE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.111/17/2009  
900147882

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveying party entity type to properly reflect it as a Michigan corporation previously recorded on Reel 004029 Frame 0005. Assignor(s) hereby confirms the Agreement and Plan of Reorganization.																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Real Estate-On the Web, Inc.</td> <td></td> <td>01/25/2005</td> <td>CORPORATION: MICHIGAN</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Real Estate-On the Web, Inc.		01/25/2005	CORPORATION: MICHIGAN																
Name	Formerly	Execution Date	Entity Type																								
Real Estate-On the Web, Inc.		01/25/2005	CORPORATION: MICHIGAN																								
RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Reply! Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">3000 F. Danville Boulevard, Suite 151</td> </tr> <tr> <td>City:</td> <td colspan="3">Alamo</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">94507</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: CALIFORNIA</td> </tr> </table>				Name:	Reply! Inc.			Street Address:	3000 F. Danville Boulevard, Suite 151			City:	Alamo			State/Country:	CALIFORNIA			Postal Code:	94507			Entity Type:	CORPORATION: CALIFORNIA		
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																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2740274</td> <td>CONNECTING NEIGHBORS</td> </tr> <tr> <td>Registration Number:</td> <td>2740317</td> <td></td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2740274	CONNECTING NEIGHBORS	Registration Number:	2740317																
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Registration Number:	2740317																										
CORRESPONDENCE DATA																											
<p>Fax Number: (850)833-2001  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650 833-2170  Email: tmfilings@dlapiper.com  Correspondent Name: Allyn Taylor, Esq.  Address Line 1: 2000 University Avenue  Address Line 4: East Palo Alto, CALIFORNIA 94303</p>																											
ATTORNEY DOCKET NUMBER:	1-91058																										
NAME OF SUBMITTER:	Allyn Taylor, Esq.																										
Signature:	/Allyn Taylor, Esq./																										

CH \$65.00 2740274

TO: ALLYN TAYLOR, ESQ. COMP. : 2000 UNIVERSITY AVENUE

Date:

11/17/2009

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## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/22/2009  
900139211

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. Durville 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:	2740917		
CORRESPONDENCE DATA			
Fax Number:	(850)833-2001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	850 833-2170		
Email:	alyn.taylor@dlapiper.com		
Correspondent Name:	Allyn Taylor, Esq.		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94503		
ATTORNEY DOCKET NUMBER:	553952-000115/119		
NAME OF SUBMITTER:	Allyn Taylor, Esq.		
Signature:	/Allyn Taylor, Esq./		
Date:	07/22/2009		

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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

REPLY! INC.

By: \_\_\_\_\_  
Payam Zamani  
President

CONNECTING NEIGHBORS, LLC

By: \_\_\_\_\_  
Payam Zamani  
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SHAREHOLDERS' AGENT

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d/b/a CONNECTING NEIGHBORS

By: \_\_\_\_\_  
Sean Fox  
President

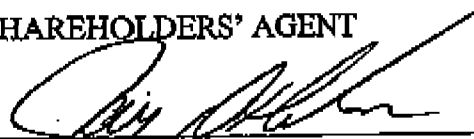
REPLY! INC.

By: \_\_\_\_\_  
Payam Zamani  
President

CONNECTING NEIGHBORS, LLC

By: \_\_\_\_\_  
Payam Zamani  
President

SHAREHOLDERS' AGENT

  
\_\_\_\_\_  
Jay Otlewski

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**UNITED STATES PATENT AND  
TRADEMARK OFFICE**

**Facsimile Transmission**

To:           Name:           ALLYN TAYLOR, ESQ.  
                   Company:       2000 UNIVERSITY AVENUE  
                   Fax Number:   16508332001  
                   Voice Phone:

From:          Name:           ASSIGNMENT SERVICES BRANCH  
                   Voice Phone:   571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

**Fax Notes:**

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