

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party to the Assignment previously recorded on Reel 003648 Frame 0189. Assignor(s) hereby confirms the Assignment of the Entire Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brad W. Blumberg		11/20/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Smarter Agent, Inc.		
Street Address:	200 Federal Street		
Internal Address:	Suite 300		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2805699	SMARTER AGENT	
Registration Number:	2724991	REAL ESTATE ANY TIME ANYWHERE	
Registration Number:	2779957	REAL ESTATE ON THE FLY	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 569-5745		
Email:	spitz@blankrome.com		
Correspondent Name:	Megan E. Spitz		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	114858-00100		

CH \$90.00 2805699

900148469

TRADEMARK
REEL: 004102 FRAME: 0341

NAME OF SUBMITTER:	Megan E. Spitz
Signature:	/Megan E. Spitz/
Date:	11/24/2009
Total Attachments: 6 source=Smarter Agent#page1.tif source=Smarter Agent#page2.tif source=Smarter Agent#page3.tif source=Smarter Agent#page4.tif source=Smarter Agent#page5.tif source=Smarter Agent#page6.tif	

TO:MEGAN E. SPITZ COMPANY:BLANK ROME LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/26/2007
 900090317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Brad W. Blumberg		10/01/2007
	Eric Blumberg		10/01/2007
			Entity Type
			INDIVIDUAL:
			INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Smarter Agent, Inc.		
Street Address:	200 Federal Street		
Internal Address:	Suite 300		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	2805699	SMARTER AGENT
	Registration Number:	2724991	REAL ESTATE ANY TIME ANYWHERE
	Registration Number:	2779957	REAL ESTATE ON THE FLY
CORRESPONDENCE DATA			
Fax Number:	(215)832-5745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5745		
Email:	spitz@blankrome.com		
Correspondent Name:	Megan E. Spitz		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	114858-00101		

CH \$90.00 2805699

TRADEMARK
 REEL: 004102 FRAME: 0343

TO:MEGAN E. SPITZ COMPANY:BLANK ROME LLP

NAME OF SUBMITTER:	Megan E. Spitz
Signature:	/Megan E. Spitz/
Date:	10/26/2007
Total Attachments: 5 source=Smarter Agent Inc Trademark#page1.tif source=Smarter Agent Inc Trademark#page2.tif source=Smarter Agent Inc Trademark#page3.tif source=Smarter Agent Inc Trademark#page4.tif source=Smarter Agent Inc Trademark#page5.tif	

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, pursuant to this **TRADEMARK ASSIGNMENT**, effective October 1, 2007, Brad W. Blumberg, an individual with a place of residence at 9 Signal Hill Drive, Voorhees, NJ 08043, his successors, assigns and legal representatives, ("**Assignor**"), assigns to Smarter Agent, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "**Assignee**") certain intellectual property as more fully set forth herein.

WHEREAS, Assignor has good, marketable, and indefeasible title to the service marks identified on Schedule A attached hereto (collectively, the "**Trademarks**");

WHEREAS, it is and has been the intention of the parties hereto that the ownership of the Trademarks reside in Assignee;

WHEREAS, Assignor is one of the original incorporators of Assignee and desires to assign, and Assignee wishes to acquire, all the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows.

This Trademark Assignment supplements in part the Trademark Assignment between Brad Blumberg, Eric Blumberg, and Smarter Agent, Inc. dated October 1, 2007, which, as to the Registered Trademarks only, contained an error (it included Eric Blumberg as an Assignor). Any ambiguities or inconsistencies between this Trademark Assignment and the Trademark Assignment between Brad Blumberg, Eric Blumberg, and Smarter Agent, Inc. dated October 1, 2007, shall be resolved by giving precedence to this Trademark Assignment over the Trademark Assignment between Brad Blumberg, Eric Blumberg, and Smarter Agent, Inc. dated October 1, 2007. Silence on any matter in this Trademark Assignment neither negates nor affects any provision in the Trademark Assignment between Brad Blumberg, Eric Blumberg, and Smarter Agent, Inc. dated October 1, 2007, as to that matter, each of which provisions shall remain in full force and effect.

Assignor does hereby sell, transfer, convey, contribute and assign unto Assignee, all right, title and interest in and to the Trademarks and all other indicia of source throughout the universe, and all goodwill associated therewith, together with all rights to registration, renewal and extension of the Trademarks, to the full term or terms for which the Trademarks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of or other conflict with said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives ("**Trademark Rights**").

Assignor hereby authorizes the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks, to be in the name of

Assignee, as assignee of all of Assignor's Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. Assignor further agrees to execute all documents and provide all authorizations necessary when reasonably requested by Assignee to effectuate the intent of this Trademark Assignment.


Assignor hereby waives any and all paternity, integrity, moral and other similar rights that Assignor may now, or in the future, have that are embodied in the Trademarks. Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all pertinent facts and documents relating to the Trademarks as may be known or accessible to Assignor, and to execute and deliver promptly to Assignee or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce the Trademarks which may be necessary or desirable to carry out the purposes hereof.

Assignor shall, at the request of Assignee, and without further consideration, execute and deliver any assignments or other documents, and take and perform any other actions as reasonably necessary to vest, perfect or confirm of record or otherwise in Assignee, any and all right, title and interest in, to and under the Trademark Rights.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered on its behalf as of the date executed.


ASSIGNOR



Brad W. Blumberg

Date: 11.20.09

SMARTER AGENT, INC.

By: 

Name: Brad W. Blumberg
Title: Chief Executive Officer

Date: 11.20.09

SCHEDULE A

REGISTERED TRADEMARKS

SMARTER AGENT; Registration No. 2,805,699; Registration Date: 1/13/2004

REAL ESTATE ANY TIME ANYWHERE; Registration No. 2,724,991; Registration Date: 6/10/2003

REAL ESTATE ON THE FLY; Registration No. 2,779,957; Registration Date: 11/4/2003