

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Howard Brinton Seminars, Inc		12/01/2009	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Distressed Property Institute, LLC		
<b>Also Known As:</b>	AKA CDPE; Certified Distressed Property Expert; Star Power		
<b>Street Address:</b>	2914 Montopolis Dr.		
<b>Internal Address:</b>	290		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78741		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2785337	FSBO CAMPAIGNS THAT WORK!	
<b>Registration Number:</b>	1840992	STAR POWER	
<b>Registration Number:</b>	2264978	STAR POWER HOME AGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)537-4436		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-537-4436		
<b>Email:</b>	Moshe@LanternLegal.com		
<b>Correspondent Name:</b>	Moshe D. Lapin C/O Natoli-Lapin, LLC		
<b>Address Line 1:</b>	304 Park Ave. South		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>ATTORNEY DOCKET NUMBER:</b>	STAR POWER ASSIGNMENT		

OP \$90.00 2785337

**900150822**

**TRADEMARK  
 REEL: 004121 FRAME: 0329**



NAME OF SUBMITTER:	Moshe D. Lapin
Signature:	/mdl/
Date:	12/28/2009
<b>Total Attachments: 11</b> source=DPI Redacted Assignment Agreement 12.28.09#page1.tif source=DPI Redacted Assignment Agreement 12.28.09#page2.tif source=DPI Redacted Assignment Agreement 12.28.09#page3.tif source=DPI Redacted Assignment Agreement 12.28.09#page4.tif source=DPI Redacted Assignment Agreement 12.28.09#page5.tif source=DPI Redacted Assignment Agreement 12.28.09#page6.tif source=DPI Redacted Assignment Agreement 12.28.09#page7.tif source=DPI Redacted Assignment Agreement 12.28.09#page8.tif source=DPI Redacted Assignment Agreement 12.28.09#page9.tif source=DPI Redacted Assignment Agreement 12.28.09#page10.tif source=DPI Redacted Assignment Agreement 12.28.09#page11.tif	

**ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT (“Agreement”) is entered into on the 1<sup>st</sup> day of December, 2009 (“Effective Date”), between Howard Brinton Seminars, Inc, a Colorado corporation (“Seller”), and Distressed Property Institute, LLC, a limited liability company with its headquarters and principal offices in Travis County, Texas (“Buyer”). Howard Brinton, an individual (“Guarantor” or “Shareholder”), is joined for the purposes of Sections 7 and 10. Buyer and Seller are sometimes collectively referred to in this Agreement as the “parties” and individually as a “Party.”

Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain assets of the Seller on the terms and subject to the conditions of this Agreement.

**THEREFORE**, the parties agree as follows:

1. **Capitalization.** Any capitalized terms not otherwise defined shall have their normal meaning as context requires.
2. **Interpretation.** Except as otherwise expressly provided herein, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular except when the context otherwise requires; (ii) “include” and “including” are not limiting; (iii) a reference to any agreement or contract includes exhibits, schedules, and permitted supplements and amendments thereto; (iv) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder, (v) a reference to a person includes such person’s permitted successors and assigns; and (vi) unless the context otherwise requires, a reference in this Agreement to an Article, Section, Paragraph, Exhibit, or Schedule is to the respective Article, Section, Paragraph, Exhibit, or Schedule of or to this Agreement.
3. **Assets Transferred.** Subject to the provisions and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, free and clear of all security interests or liens, and Buyer agrees to purchase from Seller, all of the right, title and interest in and to all of Seller’s trademarks, copyrights, library content, domain names, all 1-800 phone numbers owned by or licensed to Seller as of the Closing Date, and all the assets set forth in Exhibit A, incorporated herein by this reference, (collectively, the “Assets”).
4. **Buyer Assumes None of Seller’s Liabilities.**   


[REDACTED]

**5. Purchase Price.** [REDACTED]

[REDACTED]

[REDACTED]

**7. Representations and Warranties of Seller.** Seller and Shareholder represent and warrant as follows:

(a) **Organization and standing of Seller.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of Colorado.

(b) **Seller and Shareholder authority.** The Seller and Shareholder have full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement. Without limiting the generality of the foregoing, the Board of Directors and the stockholders of the Seller have duly authorized the execution, delivery and performance of this Agreement by the Seller. This Agreement constitutes the

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valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions.

*(c) Financial statements.* Seller has delivered to Buyer copies of financial statements, all the liabilities of which are true and complete.

*(d) Absence of undisclosed liabilities.* Except to the extent reflected in Seller's balance sheets and financial statements, Seller as of such date had no liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due. Shareholder represents and warrants that he does not know or have reasonable grounds to know of any basis for the assertion against Seller or the Assets, as of the Effective Date, of any liability of any nature or in any amount not fully reflected in the balance sheet and financial statements delivered to Buyer.

*(e) Noncontravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject, or any provision of its bylaws, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any person or entity the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement to which the Seller is a party or by which it is bound or to which any of the Assets is subject (or result in the imposition of any Security Interest upon any of the Assets) except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or security interest would not, individually or in the aggregate, have a material adverse effect on Buyer or the Assets.

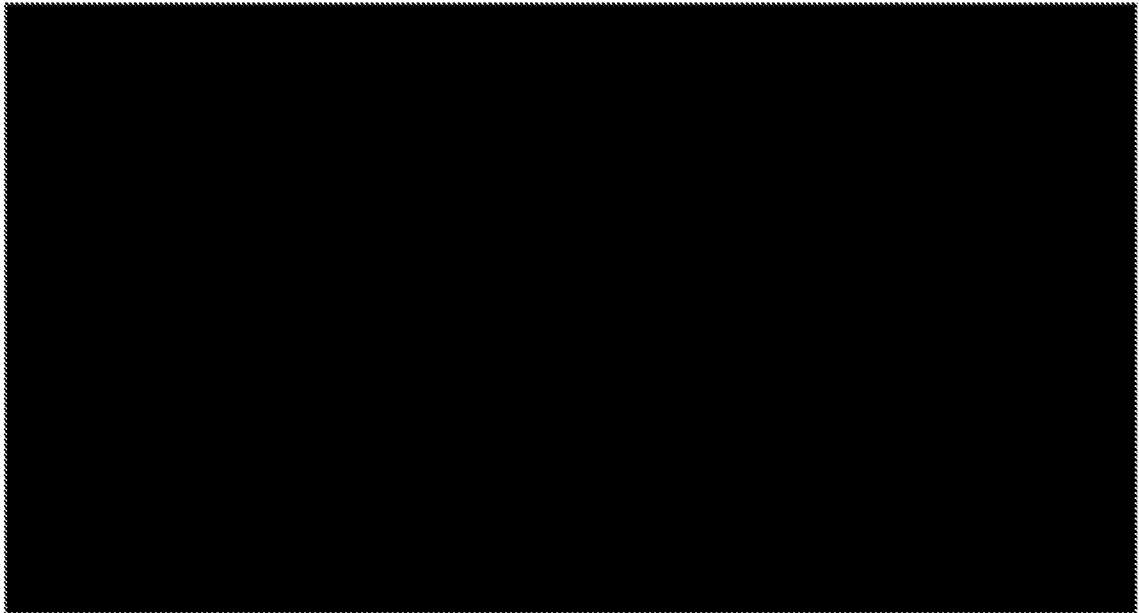
*(f) Title to Assets.* Seller has good and marketable title to all the Assets, subject to no mortgage, pledge, lien, encumbrance, or security interest.

*(g) Seller's Intellectual Property.* Seller has delivered to Buyer an accurate and complete list and summary description of all trademarks, trade names, domain names, copyrights, and other intangibles, all of which are included in the term "Assets."



*(i) Tax Matter.* Seller has filed all tax returns that it was required to file. All such tax returns are materially correct and complete in all respects. Except where the failure to file would not, individually or in the aggregate, have a material adverse effect upon Buyer or the Assets purchased under this Agreement, all taxes owed by Seller whether or not shown on any tax return have been paid. To the extent that Buyer is found liable for Seller's tax obligations, Seller and Shareholder shall indemnify Buyer for such expenses.

**7. Representations and Warranties of Buyer.** Buyer represents and warrant as follows:



8.




**9. Survival of Representations and Warranties.** The representations, warranties and agreements of the parties hereto shall survive the Closing and the consummation of the

transactions contemplated hereby and shall be deemed material and relied upon by each of Seller and Buyer regardless of any investigation made by it or on its behalf.


**10. Indemnification.**

(a) Without limiting any other rights of Buyer, Seller agrees to indemnify Buyer and hold it harmless against all claims, losses, expenses, obligations and liabilities which arise or result from or are related to (i) any inaccuracy, misrepresentation or breach of the warranties and representation of Seller hereunder or any nonfulfillment of the covenants or agreements of Seller herein; (ii) any liability, absolute or contingent, relating to Seller or its business not expressly assumed pursuant to this Agreement; and (iii) all suits, proceedings, demands, costs, attorneys' fees and other expenses incident to the foregoing.

(b) In addition to the indemnity hereinabove set forth, Seller agrees to indemnify and hold harmless Buyer from and against all claims, losses, expenses and liabilities arising out of or related to the failure to obtain copyright releases from all the relevant Star Power Stars and the necessary consent of all of Seller's shareholders.



(d) Any party which believes it is entitled to indemnification hereunder (the "Indemnified Party") shall promptly give notice to the party from whom indemnification is sought (the "Indemnifying Party") of any claim or proceeding by reason of which indemnification may arise under this Section. The Indemnified Party shall have the right to defend such claim or proceeding with counsel reasonably satisfactory to the Indemnifying Party. The Indemnifying Party promptly will reimburse the Indemnified Party for any payment made or loss incurred in respect of any liability covered by the foregoing indemnity.



12. **Power of Attorney.** Seller agrees that, effective as at the Closing Date, it hereby appoints Buyer, its successors and assigns, its true and lawful attorney, but for the benefit and at the expense of Buyer (except as otherwise herein provided), (i) to institute and prosecute all proceedings which Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets; (ii) to defend or compromise any and all claims, suits or proceedings in respect of any of the Assets, and to do all such acts and things in relation thereto as Buyer shall deem advisable, *provided, however,* that as provided in Section 10 hereof no claims as to which Seller is obligated to indemnify Buyer shall be settled without the consent of Seller; and (iii) to take all action which Buyer, its successors or assigns, may reasonably deem proper in order to provide for Buyer, its successors or assigns, the benefits under any of the Assets where any required consent of any party to the sale or assignment thereof to Buyer pursuant to this Agreement shall not have been obtained.

13. **Headings.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

14. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Third Parties.** Nothing in this Agreement whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against Buyer.

16. **Successors.** This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors, and assigns.

17. **Survival.** All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or in any instrument, or other writing provided for in it, shall survive the closing for that period of time reasonably necessary to consummate this transaction, and all its related performances and obligations.



18. ***Additional Documentation.*** From time to time as the circumstances require, the parties hereto shall execute such additional documents or take such other further actions reasonably necessary to implement the terms of this Agreement and any related documents.

19. ***Severability.*** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

20. ***Governing Law and Arbitration.*** This Agreement and all legal issues arising out of this Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, and, except as otherwise provided below, any actions relating in any manner to the transaction hereto shall be initiated and maintained exclusively in any court of competent jurisdiction in Travis County, Texas. On the written notice of either party requesting application of this Section 20 all claims and disputes arising out of or relating to this Agreement shall be resolved according to the following procedure: the dispute shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), before an arbitrator to be selected by the parties. If the parties cannot agree on an arbitrator within ten (10) days of one party's notice to the other party invoking the right to arbitrate, then the AAA shall appoint an arbitrator who has significant experience in arbitrating matters similar to the subject matter disputed under this Agreement. The arbitration shall commence not less than ten (10) nor more than thirty (30) days after the arbitrator has been designated. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days of the completion of the arbitration hearing. The arbitrator's adjudication shall be final and fully binding upon the parties and enforceable in any court having jurisdiction thereof. Arbitration shall take place in Travis County, Texas, or as the parties otherwise agree.

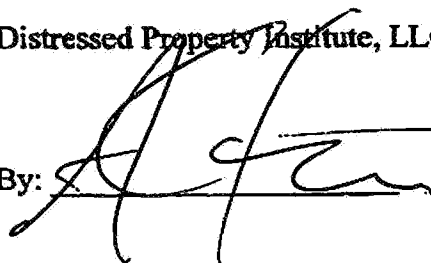
21. ***Entire Agreement and No Waiver.*** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of and 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, the parties to this Agreement have duly executed it on the day and year first above written.

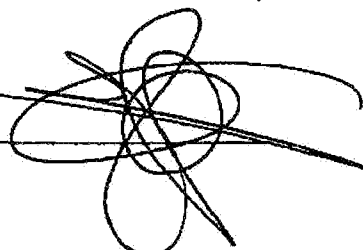
Distressed Property Institute, LLC

Howard Brinton Seminars, Inc.

By:



By:



Name: Alex Charfen

Name: Howard Briton

Title: President/CEO

Title: President/CEO

Dated:

12/1/2009

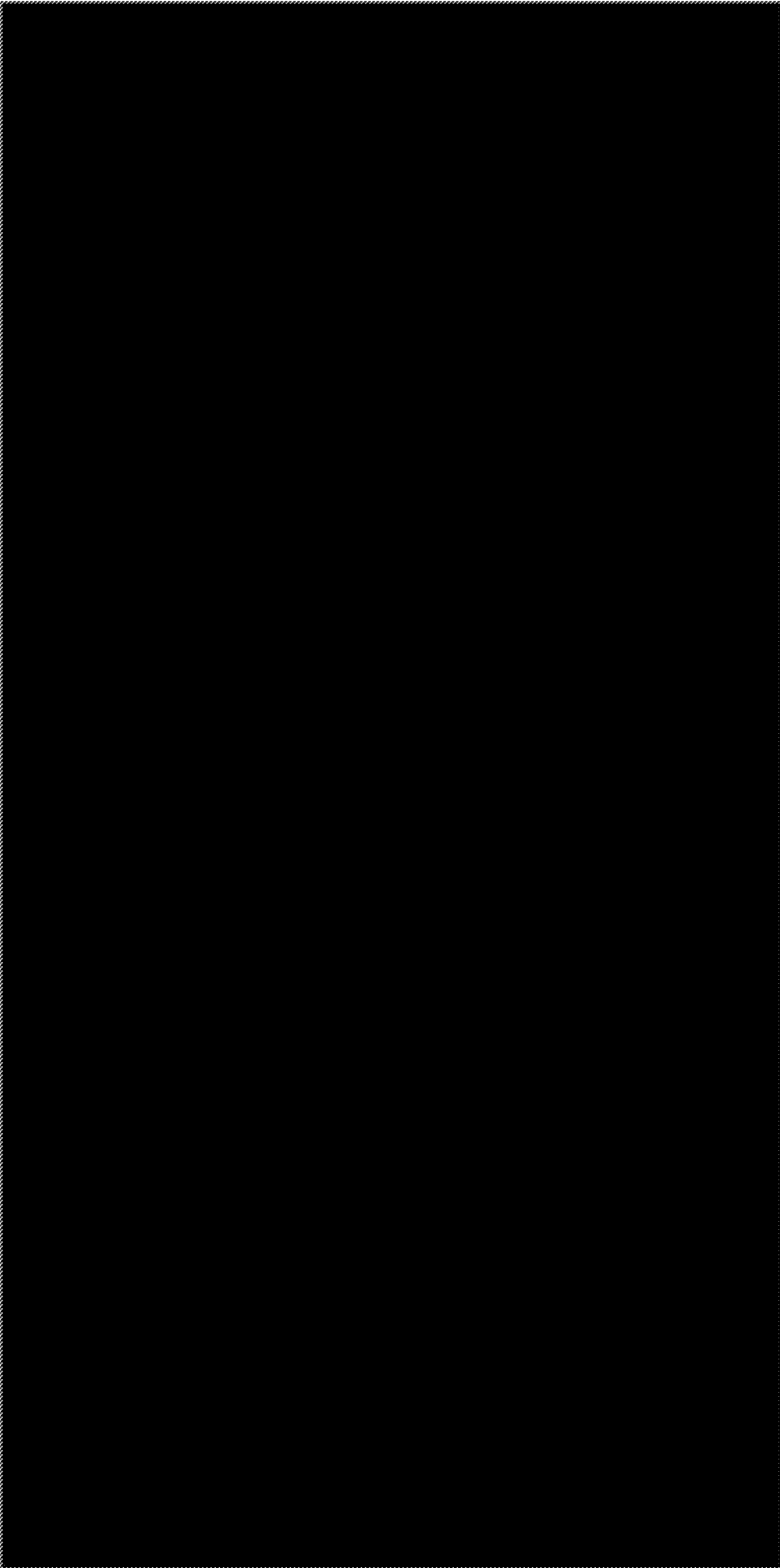
Dated:

12/1/09



**EXHIBIT A**

Copyright Audit 5/09



TRADEMARK

REEL: 004121 FRAME: 0340

TRADEMARK AUDIT 5/09

Active Marks			
MARK	Current Disposition	Registration Date	Registration Number
FSBO CAMPAIGNS THAT WORKI	Live	11/25/2003	2785337
STAR POWER	Live	6/21/1994	1840992
STAR POWER HOME AGENT	Live	7/27/1999	2264978
<b>Non Active Marks</b>			
STAR POWER	Handled by another Attorney and did not proceed to registration.	Filing Date 6/2/92	
STAR POWER AGENTS IN ACTION	Cancelled- client declined post registration filings	7/18/2000	2368594
STAR POWER PERSONA	Cancelled- client declined post registration filings	5/6/1997	2059055
THE ULTIMATE REAL ESTATE SALES RAMP-UP BOOK	Cancelled- client declined post registration filings	5/21/2002	2572357

