

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reaction Corp.		03/15/2010	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	LoopNet, Inc.		
Street Address:	181 W. Huntington Drive		
Internal Address:	Suite 208		
City:	Monrovia		
State/Country:	CALIFORNIA		
Postal Code:	91016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3040199	REACTION WEB	
Serial Number:	77784097	LISTINGLAB	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 773 5700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	405 Howard Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2669		
ATTORNEY DOCKET NUMBER:	21236-6000		
NAME OF SUBMITTER:	Chelseaa E.L. Bush		
Signature:	/Chelseaa E.L. Bush/		

CH \$65.00 3040199

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**TRADEMARK
 REEL: 004168 FRAME: 0312**

Date:

03/17/2010

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*") is entered into as of March 15, 2010, by and between LoopNet, Inc., a Delaware corporation ("*Assignee*"), and Reaction Corp., a Colorado corporation ("*Assignor*").

RECITALS

A. Simultaneously with the execution and delivery of this Assignment, Assignee, Assignor and Shareholders (as defined in the Purchase Agreement) have entered into an Asset Purchase Agreement, dated as of March 15, 2010 (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase from Assignor all the Acquired Assets (the "*Transaction*"). Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement unless otherwise expressly indicated.

B. Pursuant to the Transaction, Assignee desires that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Transferred Intellectual Property and the Transferred Intellectual Property Rights (collectively, the "*Business Intellectual Property*").

AGREEMENT

NOW, THEREFORE, in consideration of the Transaction and Assignee's purchase of the Acquired Assets, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor, intending to be legally bound, hereby covenants and agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, effective as of the date first referred above, all right, title, and interest of Assignor in and to the Business Intellectual Property, including any and all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Business Intellectual Property and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Business Intellectual Property rights (together with the right to sue or otherwise recover and receive all damages, payments, costs and fees associated therewith subject to the terms of the Purchase Agreement), including the following:

- a. Trademarks.
 - i. the trademarks, trade names, service marks, service names, logos, and brand names, whether pending, registered or common law used by Assignor in its Business and listed on Schedule A (collectively, the "*Trademarks*");
 - ii. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including common law rights, trade dress rights, rights under the laws of unfair competition and dilution, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications,

registrations, and renewals in connection therewith (collectively, the "*Trademark Related Rights*"); and

- iii. any and all rights in and to obtain registrations, renewals, or other legal protections pertaining to the Trademarks and Trademark Related Rights;
- b. Domain Names.
- i. all domain names and web sites listed on Schedule A (collectively, the "*Domain Names*"); and
 - ii. all goodwill symbolized by or associated with the Domain Names, and Assignor's rights to use the Domain Names in connection with the offering of goods and/or services via the Internet (including the World Wide Web) and in any other media.
- c. Copyrights and Mask Works.
- i. any and all copyrights of Assignor and any registrations and copyright applications relating thereto and any renewals and extensions thereof listed on Schedule A (collectively, the "*Copyrights*");
 - ii. all mask works (such as defined in 17 U.S.C. Section 901) and all applications, registrations and renewals in connection therewith listed on Schedule A (collectively, the "*Mask Works*");
 - iii. any and all rights to all copyrightable works, works based upon, derived from, or incorporating the works covered by the Copyrights and Mask Works listed on Schedule A (collectively referred to as the "*Copyright and Mask Work Derivative Rights*");
 - iv. any and all rights corresponding to the Copyrights, Mask Works and Copyright and Mask Works Derivative Rights; and
 - v. this transfer of rights in Copyrights, Mask Works and Copyright and Mask Works Derivative Rights includes, without limitation, Assignor's interests in the Copyrights, Mask Works or Copyright and Mask Works Derivative Rights in software, integrated circuits, integrated circuit layouts, and in any digital or electronic mediums.
- d. Patents and Trade Secrets.
- i. any and all of its U.S. and foreign patents, patent applications, inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and invention disclosures therewith, together with all reissues, continuations,

continuations-in-part, divisionals, extensions, and re-examinations rights thereof listed on Schedule A (collectively, the "*Patents*"); and

- ii. all trade secrets and confidential business information of Assignor (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, software, specifications, customer and supplier lists, and business and marketing plans and proposals) regardless of whether such trade secrets and confidential information are patentable (collectively, the "*Trade Secrets*");

e. Software.

- i. any and all computer software owned by Assignor (including data and related documentation, source codes, flow charts, diagrams, descriptive tests and programs, computer print-outs, underlying tapes, computer databases, and similar items) (collectively, the "*Software*"); and

f. Proprietary Rights.

- i. any and all other proprietary rights including publicity rights and all copies and tangible embodiments of the Business Intellectual Property, subject to the terms and conditions of the Purchase Agreement.

2. Further Actions. Assignor further agrees, without further consideration, to execute and deliver, or arrange for the delivery of, such further documents and instruments as Assignee may reasonably request, to effectuate and record this Assignment and the assignment of the Business Intellectual Property and any other intellectual property rights purported to be transferred hereunder.

3. Power of Attorney. Assignor hereby irrevocably constitutes and appoints Assignee as the true and lawful agents and attorneys in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and their successors and assigns, from time to time to execute and deliver, or arrange for the delivery of, such further documents and instruments as Assignee may reasonably request in accordance with the provisions hereof, to effectuate and record this Assignment and the assignment of the Business Intellectual Property and any other intellectual property rights purported to be transferred hereunder. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. Purchase Agreement. This Assignment is delivered pursuant to the Purchase Agreement, and the terms of the Purchase Agreement, including the representations and warranties, agreements and obligations of Assignor and Assignee contained therein, are incorporated herein by reference. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, enlarge, exceed, expand, limit, reduce, diminish or in any way affect the provisions of the Purchase Agreement, nor shall this Assignment expand or enlarge any of the remedies available to the parties under the Purchase

Agreement. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

5. Miscellaneous.

a. Captions. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

c. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. Facsimile signatures will be treated as if they were originals. This Assignment may be signed electronically and any signature transmitted by e-mail as a PDF file shall have the same force and effect as an original signature.

6. Assignability. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, estates, heirs and legal representatives.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed and delivered by the parties hereto by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

REACTION CORP.
a Colorado corporation

By: Michael N. Mockus
Michael N. Mockus, President

ACCEPTED AND AGREED:

ASSIGNEE:

LOOPNET, INC.
a Delaware corporation

By: _____
Jason Greenman, SVP, Corporate
Development

SIGNATURE PAGE TO REACTION CORP. INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed and delivered by the parties hereto by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

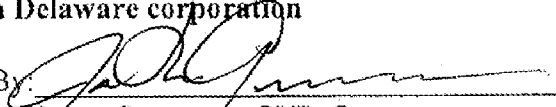
REACTION CORP.
a Colorado corporation

By: _____
Michael N. Mockus, President

ACCEPTED AND AGREED:

ASSIGNEE:

LOOPNET, INC.
a Delaware corporation

By: 
Jason Greenman, SVP, Corporate
Development

SIGNATURE PAGE TO REACTION CORP. INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK
REEL: 004168 FRAME: 0319

SCHEDULE A

Registered Marks and Marks Pending Registration of Assignor:

Service Marks	Ser. No./Reg. No.	Filing Date	Registration Date
Reaction Web	SN: 78-387-353 RN: 3,040,199	March 19, 2004	Jan 10, 2006
LISTINGLAB	SN: 77784097	July 17, 2009	

Trade names of Assignor:

- Trade name "Reaction Web" filed with the Colorado Secretary of State

Assignor Maintains the Following Domain Names:

DOMAIN	EXPIRATION
BERTBLAST.COM	12/06/2010
BROKERTEAMSITE.COM	09/08/2011
BROKERTEAMSITE.NET	09/10/2011
BROKERTEAMWEBSITE.COM	09/28/2011
BROKERTEAMWEBSITE.NET	09/10/2011
BROKERTEAMWEBSITES.COM	09/28/2011
BROKERTEAMWEBSITES.NET	09/10/2011
BURTBLAST.COM	09/10/2011
CRECONTACT.COM	11/17/2010
CRECRM.COM	08/2/2010
CREFINDER.COM	10/18/2010
CRELIVE.COM	10/10/2010
CRELOCATOR.COM	10/18/2010
CREOPPORTUNITIES.COM	10/10/2010
CREOPPORTUNITY.COM	10/10/2010
CREURL.COM	08/11/2011
LISTING-LAB.COM	07/08/2013
LISTINGCRM.COM	02/10/2011
LISTINGLAB.COM	07/28/2010
LISTINGLAB.NET	09/10/2011
LISTINGLABS.COM	09/24/2011
LISTINGMARKETPLACES.COM	10/10/2010
LLURL.COM	08/11/2011
PORTFOLIODISPOSITION.COM	03/22/2011
PROPSOCKET.COM	04/29/2010

OHS West:260857660.4

Schedule A
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK
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REACTIONCORP.BIZ	01/07/2013
REACTIONCORP.NET	01/08/2013
REACTIONCRM.COM	02/10/2011
REACTIONHOST.COM	03/21/2011
REACTIONWEB.BIZ	06/15/2016
REACTIONWEB.COM	11/13/2011
REACTIONWEB.NET	08/09/2010
REACTIONWEB.ORG	08/09/2010
REACTIONWEBBACKUP.COM	09/24/2011
TEAMLISTINGLAB.COM	01/17/2011
TEAMLISTINGLAB.NET	01/17/2011
TEAMSLISTINGLAB.COM	01/17/2011

Copyrights and Mask Works:

None

Patents:

None

Other Intellectual Property:

None