

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
Real Estate Services, Ltd.		10/14/2003	CORPORATION: WYOMING
RECEIVING PARTY DATA			
Name:	Sotheby's International Realty, Inc.		
Street Address:	1 Campus Drive		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2822881		
CORRESPONDENCE DATA			
Fax Number:	(973)407-5331		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-407-5269		
Email:	uspto.mail@realogy.com		
Correspondent Name:	Joan T. Pinaire		
Address Line 1:	1 Campus Drive		
Address Line 4:	Parsippany, NEW JERSEY 07054		
ATTORNEY DOCKET NUMBER:	CDRE		
NAME OF SUBMITTER:	AnnMarie Tedesco		
Signature:	/AnnMarie Tedesco/		
Date:	05/06/2010		

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**TRADEMARK
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Total Attachments: 8

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October 14, 2003, by and among Sotheby's International Realty, Inc., a Michigan corporation ("Buyer"); Real Estate Services, Ltd., d/b/a Jackson Hole Realty, a Wyoming corporation ("Seller"); and all of those shareholders of Seller whose names appear on the signature page of this Agreement (each such shareholder and each trustee under any trust that is such a shareholder, a "Shareholder");

WITNESSETH:

WHEREAS, Seller is engaged in the real estate brokerage business in Wyoming, Idaho and Montana (the "Business");

WHEREAS, Seller desires to sell and Buyer desires to purchase certain of Seller's assets, and Buyer is willing to assume certain of Seller's liabilities and obligations relating to the Business, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, each of the Shareholders desires to enter into a certain Independent Contractor Agreement (as defined in Section 1.33 hereof) with Buyer, pursuant to which agreement such Shareholder shall render services to Buyer as a licensed real estate broker or salesperson and perform such other obligations as may be provided therein;

NOW, THEREFORE, in consideration of the premises and the mutual and dependent promises hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Seller, Buyer, and the Shareholders, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

When used herein, the following terms shall have the meanings respectively ascribed to them in this Article I.

1.1 Accounts Receivable. All accounts receivable, notes, and other rights to payment of Seller arising out of the rendition of services in the Business or the sale, license, or lease of any Assets.

1.2 Additional Agreements. Those documents and instruments specified in Section 8.1(g) hereof.

1.30 **GCI.** The gross commission income actually paid, provided, however, that the following shall be deducted from the calculation of such commission income: any and all commissions and/or referral fees (i) payable to any third-party brokerage firms and/or (ii) payable to any of Buyer's offices other than an SIR JHB office.

1.31 **Indemnified Party.** Any party to this Agreement (i.e., any of Seller and the Shareholders, on the one hand, or Buyer, on the other hand) who is or may be entitled to indemnification from the other party or parties with respect to a claim brought under Article XI hereof.

1.32 **Indemnifying Party.** Any party to this Agreement (i.e., any of Seller and the Shareholders, on the one hand, or Buyer, on the other hand) who is or may be required to indemnify the other party or parties with respect to a claim brought under Article XI hereof.

1.33 **Independent Contractor Agreements.** The independent contractor agreements (including amendments thereto) to be entered into between Buyer and each of the Shareholders at the Closing in the form attached hereto as Exhibit A.

1.34 **Intangible Property Rights.** All right, title and interest in and to all registered and unregistered trademarks and service marks, patents (including without limitation all inventions, discoveries, or improvements that may be patentable), registered and unregistered copyrights for published and unpublished works, computer data, printouts and software, the moose image used in the advertising and promotion of the Seller (the "Moose Image"), trade names (other than any Excluded Assets and other than any trade names subject to the Ski Corp. License Agreement and provided that Seller will retain all rights to the name "Real Estate Services, Ltd."), including domain names (other than any Excluded Assets and other than any domain names subject to the Ski Corp. License Agreement), know-how, trade secrets and similar properties (including all registrations, renewals or applications for registration or renewal of any of them, in each case whether completed, pending or in the process of preparation), now or previously used, acquired or developed by or for Seller, together with the goodwill of Seller's business associated with the foregoing.

1.35 **Knowledge or Seller's Knowledge.** (i) The actual knowledge of a fact, circumstance or situation by any of the Shareholders or any director or officer of Seller; or (ii) the actual or constructive knowledge of any of the Shareholders or any director or officer of Seller of a fact, circumstance or situation, based upon reasonable due inquiry and examination (i.e. if a reasonably prudent individual could reasonably be expected to discover or otherwise become aware of that fact, circumstance or situation in the course of conducting a reasonable investigation regarding the accuracy of any representation or warranty contained in this Agreement); provided, however, that when used in respect of any Shareholder, the "Knowledge" of the other Shareholders, and the directors and officers of Seller shall not be imputed to such Shareholder.

1.36 **Laws.** Any and all federal, state, local, municipal, foreign, international, multinational or other constitutions, laws, ordinances, codes, statutes, rules, regulations,

required withholdings, registration, value added, franchise, estimated, ad valorem, severance, capital stock, customs duties, capital taxes, real property, personal property and stamp taxes of Seller with respect to the Assets or the Business, which includes any obligation to indemnify or otherwise assume or succeed to the Tax Liability of any other person, for all periods prior to and including the Closing Date, based upon or measured by any of Seller's properties, assets, income, payroll or otherwise.

1.54 **Tax Returns.** All returns, declarations, reports, estimates, statements and other documents required to be filed with respect to Taxes.

1.55 **Territory.** Teton, Sublette, Fremont and Lincoln Counties in the State of Wyoming; and Fremont, Bonneville and Teton Counties in the State of Idaho.

1.56 **Threatened.** In regard to any claim, proceeding, dispute, action, or other matter, (i) where any demand or statement has been made in writing or any notice has been given in writing, or (ii) where any other event has occurred or any other circumstances exist that would lead a reasonable and prudent person to conclude that such a claim, proceeding, dispute, action, or other matter is reasonably likely to be asserted, commenced, taken, or otherwise pursued in the future.

1.57 **Total Purchase Price.** The sum of the amounts payable by Buyer to Seller pursuant to Section 3.1 hereof, including the assumption of the Assumed Liabilities.

1.58 **Transaction.** The transactions contemplated in and by this Agreement and the Additional Agreements.

1.59 **Transferred Contracts.** Those Contracts which Seller agrees to assign to Buyer and Buyer agrees to assume as set forth on Schedule 1.59 hereto and the Leases.

1.60 **Year.** Any calendar year, provided that the initial Year ("Year 1") shall extend from the date of Closing (whether the Closing occurs in calendar 2003 or, if the parties should so mutually agree, 2004) until December 31, 2004, which day shall be deemed to be the first Year Ending Date. "Year 2" shall mean calendar year 2005, and Years numbered "Year 3" through "Year 7" shall mean calendar years 2006 through 2010, respectively.

1.61 **Year-Ending Date.** December 31 of the Year to which the Year-Ending Date refers.

ARTICLE II

PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 **Assets to be Sold and Purchased.** Subject to the terms and conditions of this Agreement, at the Closing specified in Section 4.1 hereof, Seller shall finally and irrevocably sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to all of the rights, properties, and other assets, tangible and intangible, real, personal, or mixed,

wherever located, exclusively or primarily used in the Business (other than the Excluded Assets), with such changes deletions or additions thereto as may occur from the date hereof to the Closing in the ordinary course of business and consistent with the terms and conditions of this Agreement (the "Assets"), including without limitation the following:

- (a) the Commissions;
- (b) the Customer Files;
- (c) the Equipment;
- (d) the Intangible Property Rights;
- (e) the Marketing Information;
- (f) the Permits;
- (g) the Records;
- (h) the Transferred Contracts; and
- (i) the rights of use and occupancy and licenses, to the extent any of the same exist, at the premises used by Seller at the following properties: Amangani, Driggs and Jackson Hole Golf and Tennis .

2.2 **Assets Not to be Sold and Purchased.** Seller shall not sell and Buyer shall not purchase the Excluded Assets.

2.3 **Assumption of Liabilities.** At the Closing, Buyer shall assume the Assumed Liabilities.

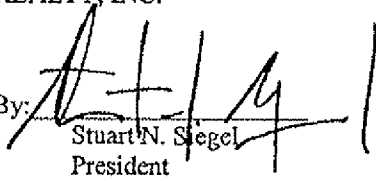
2.4 **Liabilities Not Assumed by Buyer.** Anything in this Agreement to the contrary notwithstanding, Buyer shall not assume, nor in any way be liable or responsible for the Retained Liabilities. For the avoidance of doubt, as between and among the parties hereto, the Retained Liabilities shall remain the sole responsibility of Seller.

2.5 **Consents to Assignment.** To the extent that the assignment by Seller of any of the Transferred Contracts (including without limitation the Leases) or the assumption thereof by Buyer is not permitted or authorized, either by applicable Law or without the consent of the applicable party, Seller shall use its commercially reasonable efforts (without any obligation to pay monies) to obtain said consent and/or assignment, or, where necessary, to secure necessary assignments or novations on or before the Closing Date. The foregoing shall in no way limit or be deemed to limit Seller's obligations under Section 8.16 or 9.1(g)(iii) or (v).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, or caused it to be duly executed, as of the day and year first above written.

SOTHEBY'S INTERNATIONAL
REALTY, INC.

REAL ESTATE SERVICES, LTD.
(d/b/a Jackson Hole Realty)

By: 
Stuart N. Siegel
President

By: _____
David C. Spackman
President

SHAREHOLDERS:

Stephen B. Hancock

G. Bland Hoke, Jr., Trustee
The G. Bland Hoke, Jr. and Elizabeth S.
Hoke Family Trust dated November 9,
1993

Ann C. Smith

Gregory E. Prugh

Mercedes A. Huff, Manager
Huff Properties General Partnership

Jacqueline O. Fernald Montgomery,
Jacqueline O. Fernald Montgomery
Living Trust, dated September 24, 1999

Kenton Wilson Gangwer

David C. Spackman

Daniel T. Willert, Trustee
Daniel T. Willert and Anne P. Willert
Family Trust

Clayton C. Andrews

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SOTHEBY'S INTERNATIONAL REALTY, INC.

REAL ESTATE SERVICES, LTD. (d/b/a Jackson Hole Realty)

By: Stuart N. Siegel
President

By: David C. Spackman
President

SHAREHOLDERS:

Stephen B. Hancock
Stephen B. Hancock

G. Bland Hoke, Jr.
G. Bland Hoke, Jr., Trustee
The G. Bland Hoke, Jr. and Elizabeth S. Hoke Family Trust dated November 9, 1993

Ann C. Smith
Ann C. Smith

Gregory E. Prugh
Gregory E. Prugh

Mercedes A. Huff
Mercedes A. Huff, Manager
Huff Properties General Partnership

Jacqueline O. Fernald Montgomery
Jacqueline O. Fernald Montgomery,
Jacqueline O. Fernald Montgomery
Living Trust, dated September 24, 1999

Kenton Wilson Gangwer
Kenton Wilson Gangwer

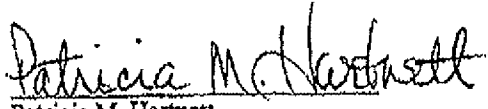
David C. Spackman
David C. Spackman

Daniel T. Willert
Daniel T. Willert, Trustee
Daniel T. Willert and Anne P. Willert
Family Trust

Clayton C. Andrews
Clayton C. Andrews



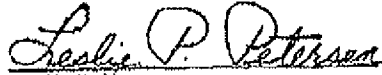
Thomas J. Evans, Trustee
Thomas J. Evans & Andrea M Evans
Living Trust dated June 4, 2002



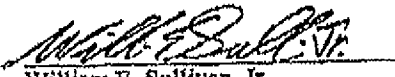
Patricia M. Hartnett



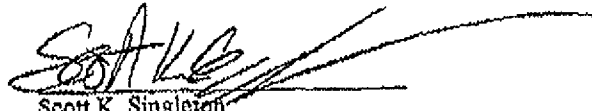
Rebecca M. Frisbie, Trustee
Frisbie Family Trust, dated March
24, 1998




Leslie P. Petersen



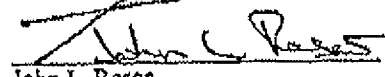
William E. Sullivan, Jr.



Scott K. Singler



Paul S. Scott, Trustee
Paul S. Scott Living Trust UTD
10/29/98



John L. Resor



Charles C. Ross

Schedule 5.22
Intangible Property Rights

Domain Names and Related Website Designs/Materials:

eaglevillagecondos.com (expired October 4, 2003);

jacksonholehouses.com

jacksonholeland.com

jacksonholeland.net

jacksonholeproperties.net

jacksonholeproperty.com

jacksonholeproperty.net

jacksonholerealestate.org

jacksonholerealty.com

jhrdubois.com

jhrealty.com

jhridaho.com

ramshorn.com

Aerial Mapping

Seller owns the aerial mapping provided on its website and in its office.

"Moose" Mark

Seller is seeking to obtain a service mark on the following "Moose" image:



"Jackson Hole Realty" Name

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