

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
Automated Homefinder, LLC		05/01/2010	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	AHF, LLC		
Street Address:	5440 Ward Road, #230		
City:	Arvada		
State/Country:	COLORADO		
Postal Code:	80002		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3125013	AUTOMATED HOMEFINDER	
Registration Number:	3125014	AUTOMATED HOMEFINDER	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-406-5300		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Patrick K. Perrin, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	24026.03		
NAME OF SUBMITTER:	Patrick K. Perrin		
Signature:	/Patrick K. Perrin/		

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Date:

09/01/2010

Total Attachments: 24

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Bill of Sale") is made as of May 1, 2010 by and between AHF, LLC, a Colorado limited liability company ("Company") and Automated Homefinder, LLC, a Colorado limited liability company ("Contributor") pursuant to the Asset Contribution Agreement, dated the date hereof (the "Contribution Agreement" between the Company and Contributor. All capitalized terms not defined herein shall have the meanings ascribed to them in the Contribution Agreement.

WHEREAS, pursuant to the Contribution Agreement, Contributor desires to transfer and assign to Company all of its right, title and interest in and to the Assets in exchange for a 50% membership interest in the Company and Company's agreement to perform the obligations of Contributor arising from and after the Closing Date under the assigned contracts set forth on Schedule 2.1(a)(ii) and 2.3(a) of the Contribution Agreement (the "Assumed Obligations") attached hereto, and Company desires to acquire all of Contributor's right, title and interest in and to the Assets and to assume the Assumed Obligations.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contributor hereby assigns, transfers, conveys and delivers to Company, its successors and assigns, all of Contributor's right, title and interest in and to the Assets free and clear of all liens, claims and encumbrances.

2. Company hereby assumes and agrees to pay, perform and discharge as and when due each of the Assumed Obligations, as such term is defined in the Contribution Agreement.

3. In the event this Bill of Sale and the Closing pursuant to the Contribution Agreement do not, by themselves, operate to effect the legal conveyance of any of the Assets from Contributor to Company, then Contributor and Company will reasonably cooperate with each other to negotiate and execute any such reasonably requested documentation for the purpose of completing the transfer of title of any of the Assets to Company as contemplated by the Contribution Agreement.

4. This Bill of Sale will inure to the benefit of and bind the respective successors and assigns of the parties hereto.

5. If any provision of this Bill of Sale is held invalid as a matter of law, such invalidity shall not affect the other provisions of this Bill of Sale, all of which shall remain in full force and effect.

6. This Bill of Sale, the Contribution Agreement and the other instruments and agreements referenced herein or therein constitute the entire agreement between Company and Contributor with respect to the subject matter hereof. Nothing contained herein shall modify or amend the terms of the Contribution Agreement. Without limiting the generality of the

foregoing, nothing contained herein shall relieve or release either Company or Contributor from any of their respective covenants, obligations, duties, representations, warranties or indemnities under the Contribution Agreement or any other instrument or agreement to which they are a party or by which they are bound, it being the intention of the parties that such covenants, obligations, duties, representations, warranties and indemnities shall survive the execution and delivery of this Bill of Sale.

7. This Bill of Sale may be executed in any number of counterparts (including by means of facsimile or PDF), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered as of the date first above written.

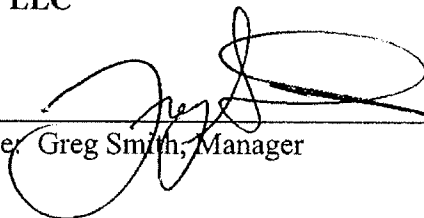
CONTRIBUTOR:

AUTOMATED HOMEFINDER, LLC

By: 
Name: Joel McDonald, Manager

COMPANY:

AHF, LLC

By: 
Name: Greg Smith, Manager

ASSET CONTRIBUTION AGREEMENT

Between

AHF, LLC,
a Colorado limited liability company

and

AUTOMATED HOMEFINDER, LLC,
a Colorado limited liability company,

Dated as of May 1, 2010

ASSET CONTRIBUTION AGREEMENT

This Asset Contribution Agreement (this "**Agreement**"), dated effective as of May 1, 2010 (the "**Closing Date**"), is by and among AHF, LLC, a Colorado limited liability company ("**Company**") and Automated Homefinder, LLC, a Colorado limited liability company (the "**Contributor**").

RECITALS

A. The Contributor is engaged in a business that generates business leads, which leads are for sale or use by third parties and relate to real estate business leads generated online with Contributor, including proprietary software (collectively, the "**Business**").

B. Joel McDonald ("McDonald") is the Manager and the member that owns a majority of the membership interests in Contributor.

C. The Contributor desires to convey, transfer, assign and contribute to Company substantially all of the assets and certain specified liabilities of the Contributor relating to the operation of the Business in consideration for the issuance of membership interests in the Company to current members of the Contributor upon the terms and subject to the conditions set forth in this Agreement.

D. As a condition to parties' willingness to consummate the transactions contemplated by this Agreement, all the members of the Company, McDonald, and the members of Choprock, LLC shall have executed and delivered a Non-Competition Agreement in form and substance satisfactory to the parties (the "**Non-Competition Agreements**").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS AND TERMS

Section 1.1 Defined Terms. Each capitalized term used and not otherwise defined herein shall have the respective meaning ascribed to such term in Schedule 1.1 attached hereto or in the Section referenced in such Schedule 1.1.

Section 1.2 Terms Generally. The definitions in Schedule 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" even if not actually followed by such phrase unless the context expressly provides otherwise. Unless otherwise expressly defined, terms defined in the Agreement shall have the same meanings when used in any Exhibit or Schedule and terms defined in any Exhibit or Schedule shall have the same meanings when used in the Agreement or in any other Exhibit or

Schedule. Unless the context requires otherwise, references to Articles and Sections refer to Articles and Sections of this Agreement, and references to Schedules or Exhibits refer to the Schedules and Exhibits attached to this Agreement, each of which is made a part hereof for all purposes. The words "herein," "hereof," "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the introductory paragraph of this Agreement. References to "dollars" or "\$" in this Agreement shall be deemed to refer to the applicable denomination of federal funds of the United States of America.

ARTICLE II ACQUISITION AND DISPOSITION OF ASSETS

Section 2.1 Contribution of Assets.

(a) At the Closing, upon the terms and subject to the conditions set forth in this Agreement, the Contributor shall transfer, assign, convey and deliver to Company, and Company shall receive from the Contributor, all right, title and interest in and to all of the Assets free and clear of all Liens. It is the intent of the parties hereto that the "Assets" shall mean all right, title and interest in and to all of the assets useful to, used in or held for use in the Business as of the Closing Date wherever such assets are located and whether real, personal or mixed, tangible or intangible, and whether or not any such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in the Contributor's books and records or financial statements, which assets shall exclude the Excluded Assets but shall include the following:

(i) all Intellectual Property used in or useful to the conduct of the Business including those items listed but not exhaustively described in Schedule 2.1(a)(i);

(ii) all contracts, agreements, contract rights, license agreements, purchase and sales orders and quotations of the Contributor entered into in connection with the Business listed in Schedule 2.1(a)(ii) (the "Contracts");

(iii) all accounts receivable and all notes or other securities and accounts (excluding the Contributor's bank accounts) attributable to the Contributor for operations of the Business existing on the Closing Date except for that certain account receivable of \$25,000.00 owed by Bob Maiocco which shall be retained by the Contributor;

(iv) all computer equipment and related software and software licenses, office equipment and other personal property listed in Schedule 2.1(a)(iv);

(v) all books of account and customer and supplier lists including addresses, drawings, files, papers and records of the Contributor;

(vi) all deposits, advance payments, prepaid items and expenses, deferred charges, rights of offset and credits and claims for refund relating to the Contributor;

(vii) all claims, rights and causes in action against third parties and all rights to insurance proceeds relating to any damage, destruction or impairment of the tangible Assets prior to the Closing Date;

(viii) all licenses, permits, consents and certificates of any regulatory, administrative or other governmental agency or body issued to or held by the Contributor and necessary or incidental to the conduct of the Business (to the extent the same are transferable);

(ix) all fixed assets, manufacturing equipment, inventory and leasehold improvements; and

(x) all goodwill associated with the Business, the Assets and the Contributor.

(b) The sale, conveyance, assignment, transfer and delivery of the Assets will be effected by delivery by the Contributor of a Bill of Sale and Assignment Agreement in substantially the form attached hereto as Exhibit A (the “**Bill of Sale**”), (ii) executed copies of the filings, consents, approvals, notices or waivers, and copies of the instruments transferring, registering or issuing the consents, approvals, permits, licenses, permissions, registrations or other authorizations referred to herein, and (iii) such other instruments of conveyance, transfer and assignment (collectively, the “**Instruments of Transfer**”) as shall be necessary to vest in Company full right, title and interest in and to the Assets, free and clear of all Claims and Liens, whether absolute, accrued, contingent or otherwise.

Section 2.2 Excluded Assets. The Assets shall not include (i) any original minute books, stockholder books, tax books and other similar records of the Contributor (a true and complete copy of each of which has been provided to Company) (ii) cash on hand, cash equivalents and bank accounts of the Contributor (which accounts contain sufficient funds to cover outstanding checks drawn on the Contributor’s bank accounts as of the Closing Date), (iii) the Contributor’s rights in any insurance policies, other than rights to insurance proceeds relating to any damage, destruction or impairment of the tangible Assets prior to the Closing Date, and (iv) any assets of the Contributor as set forth in Schedule 2.2 (collectively, the “**Excluded Assets**”). All of the Contributor’s right, title and interest in and to the Excluded Assets, as the same exist as of the Closing Date, shall be retained by the Contributor.

Section 2.3 Assumption and Exclusion of Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Company will assume and agree to pay, perform and discharge as and when due only the following liabilities and obligations of the Contributor and McDonald (collectively, the “**Assumed Liabilities**”): (i) those current liabilities and obligations (including those relating to

accounts payable) of the Contributor listed in Schedule 2.3(a); and (ii) the future obligations of the Contributor as of the Closing Date under the Contracts (except to the extent otherwise provided in such Schedule), together with such other contractual obligations that relate solely to the Business that have been entered into in the ordinary course of business of the Contributor consistent with past practices and have been disclosed to Company prior to the Closing. The assumption of the Assumed Liabilities by Company will be effected by delivery by Company to the Contributor of the duly executed Instruments of Transfer.

(b) Except as explicitly set for above in Section 2.3(a), the Contributor shall retain, and Company shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Company of, any other liabilities, obligations or undertakings of the Contributor (or any Subsidiary, division, associate or Affiliate of the Contributor, or of any Person) of any nature whatsoever, whether accrued, absolute, fixed or contingent, known or unknown, due or to become due, unliquidated or otherwise, including any liabilities relating to (i) any Indebtedness of the Contributor, (ii) Taxes with respect to or attributable to the Assets for all taxable periods through the Closing Date, Taxes with respect to or attributable to the properties, Business or operations of the Contributor (or any Subsidiary, division, associate or Affiliate of the Contributor) and Taxes of the Contributor with respect to or attributable to the transactions contemplated hereby or otherwise, (iii) any Liabilities associated with the Excluded Assets, and (iv) any Liabilities associated with the Assets that arise or relate to events that occurred prior to the Closing Date. The Contributor shall remain responsible for all of the liabilities, obligations and undertakings of the Contributor not expressly assumed by Company in Section 2.3(a). Company is not assuming any liabilities, obligations or undertakings whatsoever of the Principal.

Section 2.4 Nondelivered Assets. Notwithstanding anything else contained in this Agreement to the contrary, in the event that an Asset is not delivered by the Contributor to Company at Closing (a "Nondelivered Asset"), the Contributor shall deliver such Nondelivered Asset to Company as soon as the Contributor has actual knowledge of the existence of such Nondelivered Asset.

Section 2.5 Non-Assignment if Breach. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any of the Assets if the attempted assignment, as a result of the absence of the consent or authorization of a third party, would constitute a breach or default under any lease, agreement, Liens or commitment or would in any way adversely affect the rights, or increase the obligations, of any Party with respect thereto or would otherwise affect the ability of Company to receive the benefit of the Assets. If any such consent or authorization is not obtained, or if an attempted assignment or assumption would be ineffective or would adversely affect the rights or benefits or increase the obligations of Company with respect to any such Assets, then the parties shall enter into such reasonable cooperative arrangements (including sublease, agency, partial closing, management, indemnity or payment arrangements and enforcement at the cost and for the benefit of Company of any and all rights of the Contributor against an involved third party) to provide the parties with such benefits and obligations as most closely approximate those contemplated by this Agreement.

ARTICLE III
PAYMENT AND DELIVERY

Section 3.1 Contribution; Membership Interests. In consideration for the transfers of the Assets as set forth herein, Company shall promptly issue to the Contributor membership interests (the "**Membership Interests**") in the Company such that immediately following the Closing the Contributor's Sharing Ratio (as defined in the Operating Agreement) shall be:

Automated Homefinder, LLC 50%

Section 3.2 Closing. The sale, conveyance, assignment, transfer and delivery of the Assets by the Contributor and issuance of the Membership Interests by Company (hereinafter called the "**Closing**") shall take place at the Boulder, Colorado offices of Hogan & Hartson LLP on the date of the execution of this Agreement, or on such other date or at such other time and place (including remotely or by facsimile) as may be mutually agreed upon by the parties hereto. The date on which the Closing occurs is referred to herein as the "**Closing Date.**" Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the parties hereto agree that the Closing shall be deemed to take effect at 12:01 a.m. (Mountain Standard Time) on the Closing Date.

Section 3.3 Deliveries by the Contributor. At the Closing, the Contributor shall deliver to Company:

- (a) The Bill of Sale duly executed by the Contributor;
- (b) Such other Instruments of Transfer as shall be necessary to vest in Company all of the Contributor's right, title and interest in and to the Assets, free and clear of all Liens, duly executed by the Contributor, as necessary;
- (c) An Operating Agreement of Company in form and substance satisfactory to the parties thereto evidencing the Contributor's ownership of the Membership Interest duly executed by the Contributor (the "**Operating Agreement**").
- (d) Copies of all consents, approvals, authorizations, agreements and other documentation required to be obtained by the Contributor to consummate the transactions contemplated by this Agreement without breaching any of the Contributor's representations or warranties;
- (e) The Non-Competition Agreements duly executed by Contributor; and
- (f) Such other documents, instruments and writings reasonably requested by Company at or prior to the Closing.

Company will take possession of the Assets at Closing.

Section 3.4 Deliveries by Company. At the Closing, Company shall deliver to the Contributor:

- (a) The Operating Agreement duly executed by Company;
- (c) The Non-Competition Agreements duly executed by Company; and
- (d) Such other documents, instruments and writings reasonably requested by the Contributor at or prior to the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE CONTRIBUTOR

The Contributor hereby represents and warrants to Company that the statements contained in this Article IV are accurate and complete as of the date hereof, except as set forth in the disclosure schedules accompanying this Agreement. The disclosure schedules are arranged in numbered and lettered paragraphs corresponding to the numbered and lettered Sections contained in this Article IV.

Section 4.1 Authorization and Validity. The Contributor has full corporate power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by the Contributor pursuant hereto and to carry out its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement by the Contributor and the other documents and instruments to be executed and delivered by the Contributor pursuant hereto, and the consummation by the Contributor of the transactions contemplated hereby and thereby, have been duly and validly authorized by the managers and members of the Contributor and no other corporate act or proceeding on the part of the Contributor is necessary to authorize the execution and delivery by the Contributor of this Agreement or the other documents or instruments to be executed and delivered by the Contributor pursuant hereto, or the consummation by the Contributor of the transactions contemplated hereby or thereby. This Agreement and the other documents and instruments to be executed and delivered by the Contributor pursuant hereto (to the extent that such Person is a party hereto or thereto) have been duly and validly executed and delivered by the Contributor and, assuming this Agreement and the other documents and instruments to be executed and delivered by the Contributor pursuant hereto are the valid and binding obligation of any other parties hereto or thereto, constitutes a valid and binding obligation of the Contributor enforceable against the Contributor in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 4.2 Equity.

(a) As of the date hereof, all of the membership interests in the Contributor (the "Contributor Membership Interest") are owned by Leojco, LLC and Choprock, LLC all of which, when issued, were duly authorized, validly issued, fully paid and nonassessable and free of any preemptive or other similar rights.

(b) There are no outstanding subscriptions, options, warrants, calls, rights, contracts, commitments, understandings, restrictions or arrangements relating to the issuance, sale, transfer or voting of any membership interests or equity interests in Contributor, including any rights of conversion or exchange under any outstanding securities or other instruments.

(c) The Contributor has no Subsidiaries. The Contributor does not own any equity or other ownership interests in any other Person.

Section 4.3 Organization. The Contributor (a) is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Colorado, and (b) has full power and authority to own all of its properties and assets, including the Assets, and to carry on the Business as it is now being conducted. The Contributor is duly licensed or qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, lease or operation of its assets and properties or the conduct of the Business requires such license or qualification, except where the failure to be so licensed or qualified would not have a Material Adverse Effect. The Contributor has delivered or provided access to Company a complete and correct copy of the articles of organization, operating agreement and other organizational documents of the Contributor. Such organizational documents are in full force and effect and the Contributor is not in violation of any provision of such organizational documents.

Section 4.4 No Conflict. Neither the execution, delivery or performance of this Agreement or the other documents and instruments to be executed and delivered by the Contributor or Contributor pursuant hereto, nor the consummation by the Contributor or Contributor of the transactions contemplated hereby or thereby, nor compliance by the Contributor or Contributor with any of the provisions hereof or thereof will (a) conflict with or result in any breach of any provision of the organizational documents of the Contributor, (b) constitute a change in control under, or require the consent from or the giving of notice to a third party, result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, or result in the creation of any Lien upon or affecting any of the Assets, including the Contracts, pursuant to, any of the terms, conditions or provisions of any contractual obligation of the Contributor, (c) violate any order, writ, injunction, decree, statute, rule or regulation of any Governmental Authority applicable to the Contributor, or to which any of its properties or assets (including the Assets) may be bound, or (d) result in triggering of any right of first refusal or other right under any agreement to which the Contributor is a party.

Section 4.5 Governmental Consents. To Contributor's knowledge, no consent, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required on the part of the Contributor in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby by the Contributor.

Section 4.6 Property: Assets.

(a) The Contributor owns, or otherwise has a valid leasehold interest providing sufficient and legally enforceable rights to use, all of the Assets, including all of the property and assets necessary or otherwise material to the conduct of the Business. The Contributor has good and marketable title to all of the Assets free and clear of all Liens. All such Assets are in good operating condition and repair (ordinary wear and tear excepted), have been reasonably maintained consistent with standards generally followed in the industry, are suitable for their present uses and, in the case of owned or leased structures, are structurally sound.

(b) Schedule 4.6(c) sets forth as of the date hereof, a complete and accurate list of all furniture, equipment, fixed assets and all other tangible personal property (including its net book value) owned by the Contributor in connection with the Business. Except as set forth in Schedule 4.6(c), such personal property is not held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement or subject to any Liens or encumbrances, and is not located other than in the possession of the Contributor.

Section 4.7 Litigation and Claims; Compliance with Laws.

(a) Schedule 4.7(a) sets forth all Litigation as of the date hereof, including the name of the claimant, the date of the alleged act or omission, a detailed narrative as to the nature of the alleged act or omission, the date the matter was referred to an insurance carrier of the Contributor (if referred), the estimated amount of exposure, the amount the Contributor has reserved, or the amount of the Contributor's claim and estimated expenses of the Contributor in connection with such matters. Except as set forth in Schedule 4.7(a), there is no Litigation which is not fully covered (other than applicable deductibles) by the insurance policies referenced in Section 4.9. Neither the Contributor nor any of the Assets is subject to any order, consent decree, settlement or similar agreement with any Governmental Authority. There is no judgment, injunction, decree, order or other determination of an arbitrator or Governmental Authority specifically applicable to the Contributor or any of the Contributor's properties or assets. There is no Litigation relating to alleged unlawful discrimination or sexual harassment. As of the date hereof, there is no Litigation which seeks to prevent consummation of the transactions contemplated hereby or which seeks material damages in connection with the transactions contemplated hereby.

(b) Except as set forth in Schedule 4.7(b), the Contributor has complied and is in compliance with all Laws applicable to the Contributor and the Business except where the failure to be in compliance would not reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 4.7(b), the Contributor holds all material licenses, permits and other authorizations of Governmental Authorities necessary to conduct the Business as now being conducted or, under currently applicable Laws, to continue to conduct the Business as now being conducted. Except as set forth in Schedule 4.7(b), to the Knowledge of the Contributor there is no intent to make any changes in the conduct of the Business that will result in or cause the Contributor to be in noncompliance with applicable Laws or that will require changes in or a loss of any such licenses, permits or other authorizations or an increase in any expenses related thereto except where such noncompliance, change, loss or increase would not reasonably be

expected to have a Material Adverse Effect. Such licenses, permits and other authorizations as aforesaid held by the Contributor are valid and in full force and effect, and there are no (i) actions pending, or to the Knowledge of the Contributor, threatened or (ii) to the Knowledge of the Contributor, investigations pending or threatened that could result in the termination, impairment or nonrenewal thereof.

Section 4.8 Taxes. All United States federal Tax Returns and all other Tax Returns required to be filed with any taxing authority by the Contributor have been timely filed in accordance in all respects with all applicable Laws and are true, correct and complete in all material respects. The Contributor has timely paid all Taxes due and payable and the Contributor has withheld and paid all Taxes required to have been withheld and paid by the Contributor in connection with amounts paid or owing to any employee, Independent Contractor, creditor, shareholder or other third party. There is no action, suit, proceeding, audit or claim pending against the Contributor in respect of any Taxes, nor has any such action, suit, proceeding, audit or claim been threatened in writing. The Contributor is not a party to or bound by any Tax sharing or allocation agreement or similar contract or assignment or any agreement that obligates the Contributor to make any payment computed by references to the Taxes, taxable income or taxable losses of any other Person. There are no Liens with respect to Taxes on any of the assets or properties of the Contributor. The Contributor is not, and has never been, a member of an affiliated, consolidated, combined or unitary group, other than one of which the Contributor was the common parent and has no liability for the Taxes of any Person (other than itself) under Treasury Regulation §1.1502-6 (or any similar provision of state, local or foreign law), or as a transferee or successor, by contract or otherwise.

Section 4.9 Insurance. Schedule 4.9 sets forth a complete and accurate list as of the date hereof of all primary, excess and umbrella policies, bonds and other forms of insurance owned or held by or on behalf of or providing insurance coverage to the Contributor and the Business and Assets (or, to the extent purchased by Contributor, its officers, salespersons, agents or employees or Persons acting in a similar capacity) and the extent, if any, to which the limits of liability under such policies have been exhausted. True and complete copies of such policies have been made available to Company. All such policies are in full force and effect and all such policies in such amounts will be outstanding and in full force and effect at the Closing. The Contributor has not received notice of default under any such policy, nor has it received written notice of any pending or threatened termination of cancellation, coverage limitation or reduction, or material premium increase with respect to any such policy, other than renewal requirements in the ordinary course of business consistent with past practice. Schedule 4.9 sets forth a complete and accurate summary of all of the self-insurance coverage provided by the Contributor.

Section 4.10 Contracts.

(a) The Contracts include, but are not limited to, all contracts and other agreements (or, in the case of oral contracts, summaries thereof) to which the Contributor is a party or by or to which the Contributor or any of its assets or properties is bound or subject, except for such Contracts that are listed in the Excluded Assets.

(i) any advertising, market research or other marketing agreements;

(ii) any employment, severance, non-competition, consulting or other agreements of any nature with any current or former member, manager or employee of the Contributor or any Affiliate of any of such Persons;

(iii) any agreements relating to the making of any loan, guarantee or advance by the Contributor;

(iv) any agreements providing for the indemnification by the Contributor of any Person;

(v) any agreements with any Governmental Authority except those entered into in the ordinary course of business and consistent with past practice which are not material to the Contributor;

(vi) any contracts, agreements and other arrangements for the sale of assets or for the furnishing of services, goods or products by or to the Contributor (A) with firm commitments having a value in excess of \$10,000 or (B) having a term which is greater than six months and which is not terminable by the Contributor on less than 90 days' notice without the payment of any termination fee or similar payment;

(vii) any broker, distributor, dealer, representative or agency agreements;

(viii) any agreements (including settlement agreements) currently in effect pursuant to which the Contributor licenses the right to use any Intellectual Property to any Person or from any Person other than non-material off-the-shelf software licenses (the "Licenses"), and any research and development agreements;

(ix) any confidentiality agreements entered into by the Contributor during the period commencing five years prior to the date hereof pursuant to which confidential information has been provided to a third party or by which the Contributor was restricted from providing information to third parties;

(x) any leases of Real Property;

(xi) any joint venture, partnership or similar documents or agreements, except for those similar agreement listed in the Excluded Assets;

(xii) any agreements that limit or purport to limit the ability of the Contributor to own, operate, sell, transfer, pledge or otherwise dispose of any assets or to compete with any business;

(xiii) any agreement (or group of related agreements) under which the Contributor has incurred, assumed, or guaranteed any indebtedness or borrowed money or any capitalized lease obligation in excess of \$25,000 in the aggregate or under which it has imposed a security interest on any of its assets (including the Assets), tangible or intangible;

(xiv) any other agreement (or group of related agreements) under which the consequences of a default or termination could reasonably be expected to have a Material Adverse Effect;

(xv) any other agreement (or group of related agreements) the performance of which involves the payment of consideration in excess of \$25,000 in the aggregate during any twelve (12)-month period; or

(xvi) all other agreements, contracts or commitments not made in the ordinary course of business and consistent with past practice which are material to the Contributor.

(b) Each Contract is legal, valid and binding on and enforceable against the Contributor, and, to the Knowledge of the Contributor, the other parties thereto, and is in full force and effect. Upon consummation of the transactions contemplated by this Agreement, each Contract shall remain in full force and effect without any loss of benefits thereunder and without the need to obtain the consent of any party thereto to the transactions contemplated by this Agreement. The Contributor is not (and with the giving of notice or lapse of time would not be) in material breach of, or material default under, any Contract and, to the Knowledge of the Contributor, no other party thereto is in material breach of, or material default under, any Contract. Contributor has not received any written notice that any Contract is not enforceable against any party thereto, that any Contract has been terminated or repudiated before the expiration of its term or that any party to a Contract intends to terminate or repudiate such Contract prior to the termination date specified therein, or that any other party is in breach of, or default under, any Contract. True and complete copies of all Contracts or, in the case of oral agreements, if any, written summaries thereof, have been delivered to Company.

Section 4.11 Intellectual Property.

(a) The Contributor is the sole and exclusive owner of, or has the valid right to use, sell and license, all Intellectual Property necessary or otherwise material to the conduct of the Business as currently conducted and as currently proposed to be conducted free and clear of all Liens, but, in the case of any licensed Intellectual Property, subject to the terms of the applicable Licenses thereof, true and correct copies of which have been previously delivered to Company. Schedule 2.1(a)(i) sets forth a complete and accurate list (including whether the Contributor is the owner or licensee thereof) of all (i) patents and patent applications, (ii) trademark or service mark registrations and applications, (iii) copyright registrations and applications, (iv) material unregistered copyrights, service marks, trademarks and trade names, and (v) domain name registrations and websites; each as owned or licensed by the Contributor. The Contributor is currently listed in the records of the appropriate federal, state or other governmental agency as the sole owner of record for each owned application and registration listed in Schedule 2.1(a)(i). Each item of Intellectual Property listed in Schedule 2.1(a)(i) is valid and subsisting, in full force and effect in all material respects, and has not been canceled, expired or abandoned. There is no pending, existing, or to the Knowledge of Contributor, threatened, opposition, interference, cancellation proceeding or other legal or governmental proceeding before any court or registration authority in any jurisdiction against the items listed in Schedule

2.1(a)(i) or the Intellectual Property, which could reasonably be expected to have a Material Adverse Effect.

(b) No trade secret or confidential know-how either of which is material to the Business as currently operated has been disclosed or authorized to be disclosed to any third party, other than pursuant to a non-disclosure agreement that protects the Contributor's proprietary interests in and to such trade secrets and confidential know-how, except that McDonald uses such confidential know-how in McDonald's other businesses and shall be permitted to continue to use such confidential know-how without violating any non-compete with the Company. Contributor has taken all reasonable precautions to protect the secrecy, confidentiality and value of its trade secrets and confidential know-how. Contributor has at all times complied with and is in compliance with all applicable laws relating to privacy, data protection or the collection, retention, use and disclosure of personal information. Contributor has at all times complied in all material respects with and is in compliance with all rules, policies and procedures established by the Contributor from time to time with respect to privacy, publicity, data protection and the collection, retention, use and disclosure of personal information.

(c) To the Knowledge of the Contributor, the conduct of the Business as currently conducted and as conducted for the three (3) year period immediately preceding the Closing Date does not and did not interfere with, infringe upon or misappropriate any intellectual property right owned or controlled by any third party, nor to the Knowledge of the Contributor will Company interfere with, infringe upon or misappropriate any intellectual property right owned or controlled by any third party as a result of the continued operation of the Business as currently conducted and as currently proposed to be conducted. To the Knowledge of Contributor, no third party is interfering with, infringing upon or misappropriating, or has at any time during the three (3) year period immediately preceding the Closing Date interfered with, infringed upon or misappropriated, any Intellectual Property owned by the Contributor and no such claims have been made against a third party by the Contributor. There are no claims or suits pending or, to the Knowledge of the Contributor, threatened, and the Contributor has not received any written notice of a third party demand, Claim or suit (i) alleging that the Contributor's activities or the conduct of the Business infringes or infringed upon or constitutes or constituted the unauthorized use of the proprietary rights of any third party or (ii) to the Knowledge of the Contributor, challenging ownership, use, validity or enforceability of the Intellectual Property.

(d) There are no settlements, consents, judgments or orders or other agreements with the Contributor which restrict the rights of the Contributor to use any Intellectual Property, or other agreements by the Contributor which restrict the Contributor's rights to use any Intellectual Property owned by the Contributor. Except as set forth on Schedule 4.12(d), no current or former member, manager, employee or consultant of the Contributor has any right, title or interest, directly or indirectly, in whole or in part, in or to any Intellectual Property.

Section 4.12 Employee Benefits. On and after the Closing, Company and its Affiliates shall assume no liability or obligation, and shall have no liability or obligation, with respect to any Plan or any benefits or other amounts payable and provided under any Plan or any contract

relating to employment or termination of employment between the Contributor or any of its Affiliates and any of their employees or former employees.

Section 4.13 Indebtedness. Contributor has no Indebtedness outstanding.

Section 4.14 Brokers, Finders, Etc. Contributor has not employed or are subject to the valid claim of, nor has the Contributor incurred any Liability that would be payable by the Contributor for any brokerage, finder's or other fees or commissions of, any broker, finder or other financial intermediary in connection with the transactions contemplated by this Agreement.

Section 4.15 Competing Business. Contributor does not have any direct or indirect interest of any nature whatever in any Person which competes with, conducts any business similar to, has any arrangement or agreement with, or is involved in any way with, any business similar to the Business.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF COMPANY

Company hereby represents and warrants to the Contributor that the statements contained in this Article V are accurate and complete as of the date hereof, except as set forth in the disclosure schedules accompanying this Agreement. The disclosure schedules are arranged in numbered and lettered paragraphs corresponding to the numbered and lettered Sections contained in this Article V.

Section 5.1 Authorization and Validity. Company has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Company and the consummation by Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Company, and no other action on the part of Company is necessary to authorize this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Company, and, assuming due execution and delivery by the Contributor, constitutes a valid and binding obligation of Company enforceable against Company in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 5.2 Organization. Company is a limited liability company organized under the laws of the State of Colorado, is duly organized, validly existing and in good standing, and has full power and authority to carry on its business as presently conducted. Company is duly licensed or qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, lease or operation of its assets and properties or the conduct of its business requires such license or qualification. Company has delivered to the Contributor a complete and correct copy of its articles of organization and the Operating Agreement, each as amended to date. Such organizational documents are in full force and effect.

Section 5.3 No Conflict. Neither the execution, delivery or performance of this Agreement or the other documents and instruments to be executed and delivered by Company pursuant hereto, nor the consummation by Company of the transactions contemplated hereby or thereby, nor compliance by Company with any of the provisions hereof or thereof will (a) conflict with or result in any breach of any provision of the articles of organization or the Operating Agreement of Company, (b) constitute a change in control under, or require the consent from or the giving of notice to a third party, result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, or result in the creation of any Lien upon or affecting any of the assets of Company pursuant to, any of the terms, conditions or provisions of any contractual obligation of Company or (c) violate any order, writ, injunction, decree, statute, rule or regulation of any Governmental Authority applicable to Company or to which any of its properties or assets may be bound.

ARTICLE VI COVENANTS

Section 6.1 Name Change. Immediately following the Closing, the Contributor will take all action necessary to change its name to **Darbar Holdings, LLC**.

Section 6.2 Cooperation. From and after the Closing Date, the Contributor shall cooperate with Company in transitioning the Business to Company.

Section 6.3 Further Assurances. From and after the Closing Date, the Contributor shall promptly execute, acknowledge and deliver any other assurances or documents reasonably requested by Company to permit Company to satisfy its obligations hereunder or to evidence title, or to provide Company with the benefits enumerated in this Agreement.

ARTICLE VII SURVIVAL AND INDEMNIFICATION

Section 7.1 Survival. Each of the representations, warranties, covenants and agreements of the parties set forth in this Agreement shall survive the Closing.

Section 7.2 Indemnification.

(a) Contributor shall, indemnify, defend and hold harmless the Company Indemnified Parties from and against any and all expenses, losses, damages, liabilities and out-of-pocket costs (including attorneys' fees and expenses) ("**Damages**") suffered by any of the Company Indemnified Parties to the extent resulting from, arising out of, or incurred with respect to:

(i) any breach of or inaccuracy in any representation or warranty of the Contributor contained in this Agreement;

(ii) any breach of any covenant of the Contributor contained in this Agreement;

(iii) any Liabilities arising out or in connection with the operation of the Business or the Assets or Contributor's activities or conduct prior to the Closing Date; and

(iv) all Liabilities of Contributor other than the Assumed Liabilities.

(b) Company shall indemnify, defend and hold harmless the Contributor Indemnified Parties from and against any and all Damages suffered by any of the Contributor Indemnified Parties to the extent resulting from, arising out of, or incurred with respect to:

(i) any breach of or inaccuracy in any representation or warranty of Company contained in this Agreement;

(ii) any breach of any covenant of Company contained in this Agreement; and

(iii) Liabilities arising after the Closing Date from the Assumed Liabilities to the extent not resulting, directly or indirectly, from any breach of this Agreement by the Contributor.

Section 7.3 Notice and Resolution of Claim. An indemnified party under this Agreement shall promptly give written notice to the indemnifying party after obtaining knowledge of any third party claim or litigation against the indemnified party as to which recovery may be sought against the indemnifying party because of the indemnity set forth in Section 7.2, specifying in reasonable detail the claim or litigation and the basis for indemnification; provided, however, that the failure of the indemnified party promptly to notify the indemnifying party of any such matter shall not release the indemnifying party, in whole or in part, from its obligations under this Article VII except to the extent the indemnified party's failure to so notify in breach of this subsection (a) materially prejudices the indemnifying party's ability to defend against such third party claim or litigation.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by facsimile, provided, however that the facsimile is promptly followed by telephone confirmation thereof to the appropriate person at the address set forth below, or at such other address as may be designated in writing hereafter, in the same manner, by such person.

To the Contributor:

Automated HomeFinder, LLC
558 E. Castle Pines Parkway, Unit B-4, #193
Castle Pines North, CO 80108
Telephone:
Facsimile:
Attention: Joel McDonald, Manager

with a copy to:

Johansen Law Office, P.C.
10475 Park Meadows Drive, Suite 600
Lone Tree, CO 80124
Telephone: 303-688-1381
Facsimile: 303-688-1383
Attention: Deborah Kish Johansen, Esq.

To Company:

AHF, LLC
4770 Baseline Road #200
Boulder, CO 80303
Telephone: 303-497-0603
Facsimile: 303-499-1755
Attention: Greg Smith

with a copy to:

Hogan & Hartson LLP
1470 Walnut Street, Suite 200
Boulder, Colorado 80302
Telephone: (720) 406-5300
Facsimile: (720) 406-5301
Attention: Patrick K. Perrin

Any such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designed by the postal authorities as a not deliverable, as the case may be, if mailed by registered or certified mail, (c) on the next succeeding Business Day if sent by national courier service, or (d) on the date telecommunicated if by telecopier if confirmed by telephone confirmation.

Section 8.2 Amendment, Waiver. Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by Company and Contributor, or in the case of a waiver, by the party against whom

the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 8.3 Assignment. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto; provided, however, that Company may assign any of its rights and obligations hereunder in whole or in part to any of its Affiliates without obtaining the consent of the other parties hereto, but shall remain liable for its obligations hereunder.

Section 8.4 Entire Agreement. This Agreement (including all Schedules and Exhibits hereto) contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 8.5 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than Company, the Contributor, Principal, the Company Indemnified Parties and the Contributor Indemnified Parties or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 8.6 Expenses. All costs and expenses incurred by Company in connection with this Agreement and the transactions contemplated hereby shall be borne by Company, and all costs and expenses incurred by Principal and all costs and expenses related to the transactions contemplated hereby incurred by the Contributor in connection with this Agreement and the transactions contemplated hereby shall be borne by Contributor.

Section 8.7 Governing Law; Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado without regard to its rules of conflict of laws. Each of Company, Principal and the Contributor hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the state and federal courts located in the counties of Boulder and Denver, Colorado (collectively, the "**Colorado Courts**") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), (ii) waives any objection to the laying of venue of any such litigation in the Colorado Courts and agrees not to plead or claim in any Colorado Court that such litigation brought therein has been brought in an inconvenient forum. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 8.1. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

Section 8.8 Specific Performance. The parties hereto agree that if any of the provisions of this Agreement are not performed in accordance with their specific terms or are

otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 8.9 Transfer and Similar Taxes. Notwithstanding any other provision of this Agreement to the contrary, the Contributor shall assume and promptly pay when due all sales, property, use, privilege, transfer, documentary, gains, stamp, duties, and similar Taxes and fees (including any penalties, interest or additions) imposed upon any party incurred in connection with the transactions contemplated by this Agreement; provided, however, any recording fees or deed taxes shall be payable by Company.

Section 8.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original itself.

Section 8.11 Headings. The heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first above written.

COMPANY:

AHF, LLC

By: 

Greg Smith, Manager

CONTRIBUTOR:

Automated Homefinder, LLC

By: 

Joel McDonald, Manager

Schedule 2.1(a)(i)
Intellectual Property

Federal Service Trademark identified with the US Patent & Trademark Office as:

Word Mark: AUTOMATED HOMEFINDER

**Goods and Services: IC 042. US 100 101. G & S: COMPUTER SOFTWARE
DESIGNED FOR REAL ESTATE PROFESSIONALS AND REAL ESTATE
CONSUMERS. FIRST USE: 19951201. FIRST USE IN COMMERCE: 20040201**

**Standard Characters Claimed Mark Drawing Code: (4) STANDARD
CHARACTER MARK**

Serial Number: 76635302

Filing Date: April 7, 2005

Current Filing Basis: 1A

Original Filing Basis: 1A

Supplemental Register Date: May 15, 2006

Registration Number: 3125014

Registration Date: August 1, 2006

**Owner: (REGISTRANT) Automated Homefinder, LLC LTD LIAB CO COLORADO
9763 Hooker Court Westminster COLORADO 80031**

Attorney of Record: Emery L. Tracy

Type of Mark: SERVICE MARK

Register: SUPPLEMENTAL

Live/Dead Indicator: LIVE

Domain Names:

automatedhomefinder.com

automatedhomeappraiser.com

homefinderuniversity.com

AuroraColoradoRealEstate.net

BillingsMTRealEstate.org

BoulderCOrealestate.org

brightoncorealestate.org

broomfieldcorealestate.org

castlerockcorealestate.net

cherryhillSCO.com

coloradospringscorealestate.net

conifercorealestate.net

denvercorealestate.org

ericcorealestate.org

evergreencorealestate.net

fortcollinscorealestate.net

frederickcorealestate.org

gilbertazrealestate.net

glendaleazrealestate.org

highlandsranchcorealestate.net
lafayettecorealestate.org
littletoncorealestate.org
longmontcorealestate.org
louisvillecorealestate.org
lovelandcorealestate.net
mesaazrealstate.net
nederlandcorealestate.org
niwotcorealestate.org
sedaliacorealestate.org
superiorcorealestate.org