

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
LandsOfAmerica.com LLC		09/01/2010	LIMITED LIABILITY COMPANY: TEXAS
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	
Serial Number:	76702599	LANDSOFAMERICA.COM #1 IN RURAL REAL ESTATE ONLINE	
Serial Number:	76702598	LANDSOFTEXAS.COM #1 IN RURAL REAL ESTATE ONLINE	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 773 5700		
Email:	kmoore@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	405 Howard Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	21236-6000		
NAME OF SUBMITTER:	Chelsea E.L. Bush		

CH \$65.00 76702599

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**TRADEMARK
 REEL: 004275 FRAME: 0096**

Signature:	/Chelseaa E.L. Bush/
Date:	09/09/2010
Total Attachments: 7 source=Intellectual Property Assignment#page1.tif source=Intellectual Property Assignment#page2.tif source=Intellectual Property Assignment#page3.tif source=Intellectual Property Assignment#page4.tif source=Intellectual Property Assignment#page5.tif source=Intellectual Property Assignment#page6.tif source=Intellectual Property Assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “*Assignment*”) is entered into as of September 1, 2010, by and between LoopNet, Inc., a Delaware corporation (“*Assignee*”), and LandsofAmerica.com LLC, a Texas limited liability company (“*Assignor*”).

RECITALS

A. Assignee, Assignor and Owners have entered into an Asset Purchase Agreement, dated as of August 31, 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 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. Effective as of the Effective Time, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and its successors and assigns all right, title, and interest of Assignor in and to the Business Intellectual Property and all the goodwill associated therewith, 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): the Business Intellectual Property includes, but is not limited to, the following:

a. Trademarks.

- i. all trademarks, trade names, service marks, service names, logos, and brand names worldwide, whether pending, registered or in common law owned by Assignor (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 listed on Schedule A (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 the right 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, now known or developed in the future;

c. Copyrights.

- 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. any and all rights to all copyrightable works, works based upon, derived from, or incorporating the works covered by the Copyrights listed on Schedule A (collectively referred to as the “**Copyright Derivative Rights**”);
- iii. any and all rights corresponding to the Copyrights and Copyright Derivative Rights throughout the world; and
- iv. this transfer of rights in Copyrights and Copyright Derivative Rights includes, without limitation, any and all Copyrights or Copyright 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 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, together with all reissues, continuations, continuations-in-part, divisionals, extensions, and re-examinations thereof listed on Schedule A (collectively, the “**Patents**”); and
- ii. all trade secrets and confidential business information (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 (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.

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 conduct any online transactions, file name change agreements, send confirming emails and follow any other procedures required to effectuate and record this Assignment and the assignment of the Business Intellectual Property and any other intellectual property rights 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, to effectuate and record this Assignment and the assignment of the Business Intellectual Property and any other intellectual property rights 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. Nothing in this Assignment is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment. If any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provision of 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 Agreement 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.

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 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.

LANDSOFAMERICA.COM, LLC

By: 
Jacob Cain Massengale, Chief Executive Officer

ACCEPTED AND AGREED:

LOOPNET, INC.

By: _____
Jason Greenman, Chief Strategy Officer
and Senior Vice President, Corporate
Development

SIGNATURE PAGE TO LANDSOFAMERICA.COM INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK
REEL: 004275 FRAME: 0102

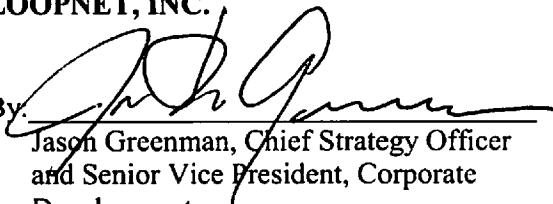
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Jacob Cain Massengale, Chief Executive Officer

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By: 
Jason Greenman, Chief Strategy Officer
and Senior Vice President, Corporate
Development

SIGNATURE PAGE TO LANDSOFAMERICA.COM INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK
REEL: 004275 FRAME: 0103

SCHEDULE A

Marks Pending Registration of Assignor:

Mark	Serial No.	Filing Date
LANDSOFAMERICA.COM #1 IN RURAL REAL ESTATE ONLINE	76702599	April 23, 2010
LANDSOFTEXAS.COM #1 IN RURAL REAL ESTATE ONLINE	76702598	April 23, 2010

Common Law Trademarks: To the extent that any of the Domain Names included in Schedule 2.2 (b) to the Purchase Agreement constitute common law trademarks, they are listed herein. To the extent the Lands of Texas Magazine constitutes a common law trademark it is listed herein

Domain Names and Websites: Those Domain Names listed on Schedule 2.2 (b) to the Purchase Agreement.

Copyrights:

1. LandsofAmerica.com, LLC Technology Platform, including the following components: Client Administration Area, Employee Administration Area, Third Party Branded Technology platform, Data feed importer, Publishing platform, Search API, Sales CRM and Ordering System, Comparable Sales, Seller Directory, Member Pages, Property Link, eMarketer, Property Notifier, Listing Management Tools, Featured Property Upgrade Tool, Custom Flyer Creator, Property Statistics Engine, and LandsConnector Manager;
2. Property Control Center database;
3. Lands of Texas Magazine; and
4. Seller newsletters and other marketing materials.

Patents: None

Other Intellectual Property: Any other trade secret, know how or related intellectual property related to the Business (as defined in the Purchase Agreement) and owned by Assignor.