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J: JAMES MOYLE COMPANY: 10380 SUMMIT VIEW DR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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07/21/2011
900197638

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Homefacts LLC		07/01/2009	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Homefacts LLC, a Nevis limited liability company
Street Address:	1231 W. Northern Lights Blvd #52
City:	Anchorage
State/Country:	ALASKA
Postal Code:	99506
Entity Type:	LIMITED LIABILITY COMPANY: <i>Alaska</i>

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77250654	HOMEFACTS
Serial Number:	78683676	HOMEFAX
Registration Number:	3517664	HOMEFACTS
Registration Number:	3120247	HOMEFAX

CORRESPONDENCE DATA

Fax Number: (435)645-7676
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jkmoyle@gmail.com
 Correspondent Name: James Moyle
 Address Line 1: 10380 Summit View Dr
 Address Line 4: Park City, UTAH 84060

NAME OF SUBMITTER:	James Moyle
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Signature:	/JamesMoyle/
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OP \$115.00 77260654

From: Club Lespri

To: 15712730140

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D: JAMES MOYLE COMPANY: 10380 SUMMIT VIEW DR

Date:

07/21/2011

Total Attachments: 4

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 1st day of July, 2011, by and between Homefacts, LLC, a Utah limited liability company (hereinafter referred to as the "Seller"), and Homefacts LLC, a Nevis limited liability company (hereinafter referred to as the "Buyer").

WHEREAS, the Seller owns the intellectual property described on the attached Exhibit A (the "IP"), and

WHEREAS, the Seller desires to sell the IP to the Buyer, and the Buyer desires to purchase the IP from the Seller, upon the terms and conditions described herein.

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

ARTICLE I
PURCHASE AND SALE OF IP

1.1 Purchase Price. Effective immediately upon the execution of this agreement, the Seller hereby sells the IP to the Buyer for the purchase price of \$75,000. The parties understand and agree that the Seller retains no ownership interest or rights to the IP except as may be subsequently agreed in a separate writing signed by both parties.

1.2 Payment Terms. As payment of the purchase price, the Buyer hereby assumes the unsecured obligation owed by the Seller to James K. Moyle in the amount of \$75,000. As evidence of such assumption of debt, the Buyer has executed the attached promissory note payable to James K. Moyle.

1.4 Further Assurances. Upon receipt of reasonable notice from either party, the other party shall deliver all other documents that may be reasonably required by the parties or their attorneys to fulfill the purposes of this Agreement.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 Warranties Survive Closing. All warranties, representations, indemnities and agreements hereunder shall survive the Closing date.

3.2 Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given full effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby; provided, however, that any illegal or unenforceable provision

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hereof shall be amended to conform with the applicable law and giving maximum permissible effect to the expressed intentions of the parties herein.

3.3 Choice of Law. It is the intention of the parties that the laws of Utah should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

3.4 Attorneys' Fees. In the event of a default in the performance of this Agreement, the defaulting party, in addition to all other obligations of performance hereunder, shall pay reasonable attorneys' fees and costs incurred by the non-defaulting party to enforce of this Agreement.

3.5 Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

3.7 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Shares.

3.8 Successors and Assigns. Except as otherwise provided, all the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto.

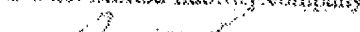
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day above written.

Homefacts LLC,
a Utah limited liability company



Sam O'Hanna, Manager

Homefacts, LLC,
a Utah limited liability company



James K. Moyle

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INSTALLMENT PROMISSORY NOTE

\$75,000

Date: July 1, 2009

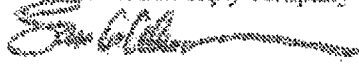
FOR VALUE RECEIVED, Homefacts LLC, a Nevix limited liability company (the "Company") promises to pay, to the order of James K. Moyle (the "Payee"), the principal sum of \$75,000 with interest at the mid-term applicable federal rate each month during the term of this note on any principal sum balance from time to time unpaid.

This Note is being issued in connection with that certain Purchase Agreement, dated July 1, 2009, between the Company and Homefacts, LLC, a Utah limited liability company (the "Purchase Agreement").

The principal and interest payments under this Note shall be paid in monthly installments, the first installment to be payable January 1, 2013, and the remaining installments on the first day of each succeeding month thereafter until this Note shall have been paid in full. Interest shall be amortized evenly over the term of the note so that each payment reflects 1/60th of the total interest expense. Payments shall be made at the place which the Payee from time to time shall direct. The Company shall be granted a grace period of fifteen (15) calendar days during which late payments may be made without penalty; any payments received after the fifteen day grace period shall incur a penalty equal to 12.00% of the amounts that are late, in addition to the other interest described above. In the event that the Company fails to pay make all principal and interest payments due under this Note by the end of the grace period described above, the Payee may give thirty (30) days written notice to the Company that it will be in default if all outstanding amounts due under this Note, including principal, interest and penalties, are not paid in full within thirty (30) days. If all overdue payments are not made by the end of the thirty (30) day notice period, then this Note shall be in default and all unpaid installments of principal and accrued interest, and any outstanding penalty amounts, shall become immediately due and payable.

At the option of the Payee, all or any portion of the unpaid principal sum and accrued interest on this Note may be prepaid without premium or penalty, with prepayments being applied to principal.

Homefacts, LLC,
a Nevix limited liability company


Sam Ghionna, Manager