

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		11/28/2011	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Prudential Real Estate Affiliates, Inc.
<b>Street Address:</b>	3333 Michelson Drive
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92612
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2297105	EREALTY
Registration Number:	3859015	ONLINE BUYER ADVANTAGE
Registration Number:	3843963	ONLINE SELLER ADVANTAGE
Registration Number:	3183430	THE FUTURE OF REAL ESTATE. NOW.
Registration Number:	2591592	CLICK TO THE FUTURE
Registration Number:	3889990	DREAMBUILDER
Registration Number:	2321571	ECERTIFIED
Registration Number:	2387224	ECERTIFIED
Registration Number:	2321573	ECERTIFIED ECERTIFIED
Registration Number:	2321572	ECERTIFIED
Registration Number:	4016612	E.CERTIFIED 2.0
Registration Number:	1290548	FINE HOMES
Registration Number:	2293980	IMPACT DYNAMICS SYSTEM

CH \$390.00 2297105

Registration Number:	2974937	ONE PRICE PROMISE
Registration Number:	4050934	NEXTWORK

**CORRESPONDENCE DATA**

Fax Number: (212)909-6836  
Phone: 212-909-6000  
Email: trademarks@debevoise.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Steven Keslowitz, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: Debevoise & Plimpton LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	08660-1022
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	12/06/2011

**Total Attachments: 6**  
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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of November 28, 2011, by The Prudential Insurance Company of America, a New Jersey corporation with its principal office at 751 Broad Street, Newark, New Jersey ("Assignor"), to Prudential Real Estate Affiliates, Inc., a Delaware corporation, with its principal office at 3333 Michelson Drive, Suite 1000, Irvine, California ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in the United States Patent and Trademark Office (collectively, the "U.S. Assigned Marks");

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule II hereto and incorporated by reference herein, which are registered in the relevant filing offices of Canada as set forth on Schedule II (collectively, the "Canadian Assigned Marks" and, together with the U.S. Assigned Marks, the "Assigned Marks")

WHEREAS, in connection with the acquisition by Brookfield US Relocations, Inc. of the sole stockholder of Assignee, Assignee wishes to acquire, and Assignor is willing to assign, all right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration in connection with such acquisition, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens or encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, each of Assignor and Assignee hereby agrees that each of them shall and shall cause its respective affiliates and related parties to, from time to time, execute and deliver to the other party such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by such other party, to confirm and assure the rights and obligations provided for in this Assignment and render effective the

consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New Jersey, without giving effect to the conflict of laws rules thereof.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA**

By: *Thomas DePatie*  
Name: Thomas DePatie  
Title: Second Vice President

**PRUDENTIAL REAL ESTATE AFFILIATES,  
INC.**

By: \_\_\_\_\_  
Name: Michael E. Wasenius  
Title: Senior Vice President, Secretary,  
Assistant Treasurer and General Counsel

**ACKNOWLEDGMENT**

STATE OF New York )  
  ) :SS:  
COUNTY OF New York )

On Nov. 28, 2011 before me, Notary Public in and for said county, personally appeared Thomas DePatie, who has satisfactorily identified himself as the signer of the above-referenced document.

*Sue V Lederhouse*  
Notary Signature

*11/28/11*  
Date

My commission expires: \_\_\_\_\_

**SUE V. LEDERHOUSE  
NOTARY PUBLIC, State of New York  
No. 01LE4953875  
Qualified in New York County  
Commission Expires July 31, 2013**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA**

By: \_\_\_\_\_  
Name:  
Title:

**PRUDENTIAL REAL ESTATE AFFILIATES,  
INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Michael E. Wasenius  
Title: Senior Vice President, Secretary,  
Assistant Treasurer and General Counsel

ACKNOWLEDGMENT

STATE OF Connecticut )  
 )  
COUNTY OF Fairfield )  
 )  
:ss:

On November 22, 2011 before me, Notary Public in and for said county, personally appeared Michael E. Wasenius, who has satisfactorily identified himself as the signer of the above-referenced document.

Jeanne Bertagna  
\_\_\_\_\_  
Notary Signature

Nov. 22, 2011  
\_\_\_\_\_  
Date

My commission expires: Jan. 31, 2014



[Signature Page to PICA - PREA Trademark Assignment]

SCHEDULE I

**U.S. Registered Trademarks**

**1. Registered Trademarks.**

<b>Trademark</b>	<b>Registration No.</b>
EREALTY	2,297,105
ONLINE BUYER ADVANTAGE	3,859,015
ONLINE SELLER ADVANTAGE	3,843,963
THE FUTURE OF REAL ESTATE. NOW.	3,183,430
CLICK TO THE FUTURE	2,591,592
DREAMBUILDER	3,889,990
ECERTIFIED	2,321,571
ECERTIFIED	2,387,224
ECERTIFIED	2,321,573
ECERTIFIED ECERTIFIED	2,321,572
ECERTIFIED2.0	4,016,612
FINE HOMES	1,290,548
IMPACT DYNAMICS SYSTEM	2,293,980
ONE PRICE PROMISE	2,974,937
NEXTWORK	4,050,934

SCHEDULE II

**Canadian Registered Trademarks**

<b>Trademark</b>	<b>Registration No.</b>
E-CERTIFICATION	585,809
ECERTIFIED	561,807
eCERTIFIED	561,809
IMPACT DYNAMICS	545,137
IMPACT DYNAMICS SYSTEM	548,928