

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	excerpts from Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dream Home Source, Inc.		12/19/2003	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Hanley-Wood, LLC		
Street Address:	One Thomas Circle, N.W.		
Internal Address:	Suite 600		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2913825	DREAM HOME SOURCE	
CORRESPONDENCE DATA			
Fax Number:	(312)569-3459		
Phone:	312 569 1459		
Email:	IPDOCKETCHICAGO@DBR.COM, nancy.martinez-curtin@dbr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Melissa S. Dillenbeck		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	357854--ABE133USA		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		

CH \$40.00 2913825

Signature:	/melissasdillenbeck-nmc/
Date:	02/01/2012
Total Attachments: 9 source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page1.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page2.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page3.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page4.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page5.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page6.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page7.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page8.tif source=DREAMHOMESOURCE--SPA--02-01-2012--img-131125251-0001_pdf_pdf#page9.tif	

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of December 19, 2003 (this "Agreement"), by and among HOME PLANNERS, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Parent (the "Buyer"), HANLEY WOOD, LLC, a Delaware limited liability company that is the sole owner of the Buyer (the "Parent"), and STEPHEN F. HOLMES, an individual residing in Portland, Oregon (the "Seller").

A. The Seller is the sole record and beneficial owner of all of the shares of common stock, par value \$0.001 per share (the "Shares"), of Dream Home Source, Inc., a Nevada corporation (the "Company").

B. The Buyer wishes to purchase the Shares from the Seller, and the Seller wishes to sell the Shares to the Buyer, on the terms and subject to the conditions set forth in this Agreement.

C. Concurrently with the execution and delivery of this Agreement, the Seller is entering into an employment agreement with the Company (the "Employment Agreement").

D. Certain capitalized terms used in this Agreement are defined in Section 9.1.

Accordingly, the parties to this Agreement agree as follows:

1. Purchase and Sale of Shares. On the terms and subject to the conditions set forth in this Agreement, the Buyer agrees to purchase the Shares from the Seller, and the Seller agrees to sell the Shares to the Buyer, for an aggregate purchase price of \$8,575,000, which Purchase Price may be further adjusted based on the Working Capital Deficiency or the Working Capital Surplus, as the case may be, and the Additional Purchase Price Payment, if applicable (the "Purchase Price"), all as set forth in Article 2.

2. Purchase Price.

2.1 Fixed Purchase Price. The Purchase Price shall be paid by the Buyer to the Seller as follows:

(a) On the date of this Agreement, the sum of \$500,000 shall be delivered by wire transfer of immediately available funds to the bank account of the Seller set forth on Schedule 2.1.

(b) On January 5, 2004, the sum of \$5,500,000 shall be delivered by wire transfer of immediately available funds to the bank account of the Seller set forth on Schedule 2.1.

(a) contravene or conflict with, or result in any breach or violation of, any provision of the Articles or Bylaws of the Company;

(b) contravene or conflict with, or result in any material breach or violation of, any Laws, Orders or Permits applicable to the Company or by which any of its assets or properties are bound;

(c) require any consent, approval or other authorization of, or any filing with or notification to, any Person under any Material Contracts, other than as set forth on Schedule 4.21;

(d) give rise to any termination, cancellation, amendment, modification or acceleration of any material rights or obligations under any Material Contracts, other than as set forth on Schedule 4.21; or

(e) cause the creation or imposition of any Liens on any assets or properties of the Company.

4.22 Subsidiaries. The Company has no Subsidiaries.

4.23 Litigation. Except as set forth on Schedule 4.23, neither the Seller nor the Company is a party to, or to the knowledge of the Seller threatened in writing with, any Litigation.

4.24 Real Estate. Except as set forth on Schedule 4.24, the Company does not own, lease, sublease or otherwise use any real property.

4.25 Liens. Except as set forth on Schedule 4.25, the Company owns and has good title, has a valid leasehold interest or otherwise has a valid right, license or sublicense to use all of the tangible personal property reflected on the Interim Balance Sheet, free and clear of any Liens.

4.26 Accounts Receivable. All accounts receivable of the Company shown on the Interim Balance Sheet (a) have arisen in the ordinary course of business, (b) represent valid obligations arising from sales actually made or services actually performed and (c) have been collected or are collectible in the aggregate recorded amounts thereof in accordance with their terms, subject only to reserves for bad debts calculated in a manner consistent with past practices.

4.27 Intellectual Property.

(a) The Company owns, or has the right under a valid license, sublicense or other Contract to use, the Company Intellectual Property, free and clear of any Liens.

(b) Schedule 4.27(b) sets forth a correct and complete list of (i) all registrations, issuances, filings and applications filed by the Company or any of its

predecessors for any Company Intellectual Property owned by the Company and (ii) all material unregistered Company Intellectual Property owned by the Company.

(c) Schedule 4.27(c) sets forth a correct and complete list of all material IP Licenses to which the Company is a party, other than off-the-shelf licenses for which no customizations to the underlying code were made for the Company (collectively, the "Company IP Licenses"). Except for the Company IP Licenses, the Company is not a party to or bound by any Contract requiring the Company to make any royalty or license payments with respect to the Company Intellectual Property.

(d) Except as set forth on Schedule 4.27(d):

(i) the Company, and to the knowledge of the Seller each other party to each Company IP License, is and has been in compliance in all material respects with all terms and requirements of each Company IP License;

(ii) all payments required to be made by the Company prior to the Closing under each Company IP License have been made;

(iii) no event has occurred or condition or set of circumstances exists that (with or without notice or lapse of time or both) could reasonably be expected to (A) contravene or conflict with, or result in a violation or breach of, or constitute a default under, any Company IP License or (B) result in the loss of any material property, rights or benefits under, or result in the imposition of any material additional obligations under, any Company IP License; and

(iv) the Company has not given to or received from any other Person any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Company IP License.

(e) All of the rights of the Company in the Company Intellectual Property are valid and enforceable. The Company has taken all actions necessary and desirable in Seller's reasonable judgment to maintain and protect the proprietary nature and value of each item of Company Intellectual Property owned or purported to be owned by the Company. The Company has taken precautions reasonable in Seller's judgment to protect the secrecy, confidentiality and value of its Trade Secrets.

(f) Each present or past employee, officer, consultant or any other Person who developed for the Company any part of any Company Intellectual Property has executed an assignment of inventions agreement with the Company in the form provided to the Buyer.

(g) To the Seller's knowledge, none of the Company Intellectual Property, products or services owned, used, developed, provided, sold, licensed, imported or otherwise exploited by the Company, or made for, used or sold by or licensed to the Company by any Person infringes upon or otherwise violates any

Intellectual Property rights of others. To the knowledge of the Seller, no Person is infringing upon or otherwise violating the Intellectual Property rights of the Company.

(h) There is no Litigation pending, or to the knowledge of the Seller threatened, that (i) contests the right of the Company to use any products or services currently or previously used by the Company or (ii) opposes or attempts to cancel any rights of the Company in or to any Company Intellectual Property.

(i) Schedule 4.27(i) sets forth a correct and complete list and description of all Software used by the Company that is material to the Company's business. To the Seller's knowledge all such Software: (i) performs in conformance with its documentation in all material respects; (ii) is fully and freely transferable to the Buyer without any third party consents; (iii) is free from any material software defect; and (iv) and with respect solely to Software developed by the Company, is free of any Self-Help Mechanism or Unauthorized Code. The Company has made back-ups of all such Software and the Company's databases.

(j) After the consummation of the transactions contemplated in this Agreement, the Buyer will own all right, title and interest in and to, or will have a valid right to use, all Company Intellectual Property on terms and conditions, identical in all material respects, as the Company enjoyed immediately prior to such transactions.

(k) Within the two weeks preceding the date of this Agreement, the Company has produced and verified a full tape backup of the database server located at its hosting facility known as "inFlow." Such backup includes complete backups of all the databases used to power the Company's web sites, extranet site, call center and fulfillment applications. The tapes used in such backup are stored at a location other than the inFlow hosting facility and are under the control of the Company, either directly or through a licensed and bonded record and information management company.

(l) The Company performs regularly scheduled tape backups of all servers in its office located at 6600 SW 92nd Avenue, Suite 180, Portland, Oregon 97223. This includes a tape backup of each server on any business day that a full system backup is not performed. The quality of such backups is verified at least once every 90 days, all full backups are retained for at least four weeks and all tapes used for the backups are under the control of the Company, either directly or through a licensed and bonded record and information management company.


4.28 Privacy Policy. The Company has a privacy policy (a "Privacy Policy") regarding the collection and use of information from web site visitors or other parties ("Customer Information"), a correct and complete copy of which has been made available to the Buyer. The Company has not collected any Customer Information in an unlawful manner or in violation of its Privacy Policy. The Company does not use any Customer Information (a) in an unlawful manner or (b) in a manner that violates its Privacy Policy or the privacy rights of its customers. The Company has posted its Privacy Policy in a clear and conspicuous location on its web site. The Company has security measures in place that Seller reasonably believes are adequate to protect the

SCHEDULE 4.27

INTELLECTUAL PROPERTY

(b)

U.S. Trademark Applications of Dream Home Source, Inc.

Mark	Registration No.	Filing Date
MISC. DESIGN 	Serial No. 78/233,982	Filed April 4, 2003
DREAM HOME SOURCE	Serial No. 78/172,750	Filed October 9, 2002

1. Domain Names (and associated websites)

- dreamhomebuilder.com
- dreamhomeplan.com
- dreamhomesearch.com
- dreamhomesource.biz
- dreamhomesource.com
- dreamhomesource.info
- dreamhomesource.ws
- dreamhomesources.com
- dreamhomessource.com
- dreamhouseplan.com
- dreamhouseplans.com
- homebasic.com
- homedesire.com
- homereality.com
- hometoyou.com
- houseplan.info
- plan-store.com

2. Domain Names (and associated websites) Not Owned by the Company

The following Domain Names and associated websites are technically registered in the Company's name, however, they were obtained for the benefit of the related designers and the Company has no right, title or interest in such domain names or any websites, webpages or other intellectual property related to the foregoing:

bcghouseplans.com
gregmarquis.com
jannisvanplans.com
publishingdesigners.com
studerhouseplans.com
sunridgedesign.com

3. Please note that the Company also has no right, title or interest in Homedirect, Homedirect.com, Homedirect.info, Homedirect.ws (or any other related domain names) or any websites, webpages or other intellectual property related to the foregoing.

(c)

1. See Designer Agreements identified in Schedule 4.20(a)
2. See Schedule 4.27(i)

(d)

1. The Seller is aware that in the past, off-the-shelf Software not validly covered by an end-user license was used on Company computers. All present use by the Company of such Software is in compliance with end-user license terms.
2. See Schedule 4.20(b), items 1-5

(f) Only Tod Guenther, Stephen Holmes, Donald Mason and John Ritzenthaler have executed assignment of invention agreements with the Company. The agreement with Intrapromote (see Schedule 4.20(a), item 121) contains language regarding the assignment of inventions. Copies of each of the foregoing agreements have been delivered to the Parent and the Buyer.

(g)

1. The Seller has been made aware that two unaffiliated websites, www.dream-home-source.co.uk and www.pultehomebuilders.com, use the Company trademark "Dream Home Source" as a search engine keyword/metatag.
2. The Company has received notice from Infringement Solutions alleging that certain plans appearing on the Company's website are unlawful copies of

copyrighted designs of Donald A. Gardner Architects, Inc. and that the Company's publication of those plans constitutes copyright infringement.

3. For the avoidance of doubt, the parties acknowledge and agree to the extent any representations and warranties contained in the Agreement relate to home plans, such representations and warranties shall be deemed to be qualified to the Seller's knowledge.

(h) See Schedule 4.20(b), item 4

(i) See attached

Schedule 4.27(i)

	Class	Name
1	Application Library	Accusoft Image Tool Library
2	Application	ACT! 6.0
3	Application	Adobe Acrobat 5
4	Application	Adobe Acrobat 6 Standard
5	Application	Adobe Illustrator 10
6	Application	Adobe InDesign 2
7	Application	Adobe Photoshop 5.5
8	Application	Adobe Photoshop 6.0
9	Application	Adobe Photoshop 7.0
10	Application	Adobe Photoshop 8 (CS)
11	Application	Filemaker Developer 5
12	Application	Gammadyne Mailer
13	Application	GFI FaxMaker Client
14	Server	GFI FaxMaker Server
15	Application Library	Husdawg E-RegCard Library
16	Application	Imisoft Hijaak Version 5
17	Application	InstallShield Professional Version 7
18	Operating System	Mac OS X 10.2 Jaguar
19	Server	Microsoft Exchange Server 2000
20	CAL	Microsoft Exchange Server 2000 CAL
21	Application Bundle	Microsoft Office 2000 Premium
22	Application Bundle	Microsoft Office 2000 Professional
23	Application Bundle	Microsoft Office 2000 Small Business
24	Server	Microsoft Site Server 3.0
25	Server	Microsoft SQL Server 2000 Standard 1 Processor
26	Server	Microsoft SQL Server 7
27	Operating System	Microsoft Windows 2000 Advanced Server
28	Operating System	Microsoft Windows 2000 Professional
29	Operating System	Microsoft Windows 2000 Server
30	CAL	Microsoft Windows 2000 Server CAL
31	Operating System	Microsoft Windows 95
32	Operating System	Microsoft Windows XP Professional
33	Application Bundle	MSDN Office 2000 Premium
34	Application	MSDN Visual Studio .NET Enterprise Architect 2003
35	Operating System	MSDN Windows 2000 Server
36	Application	Peachtree Complete Accounting
37	Application	Quark 4.10
38	Application	Symantec AntiVirus Corporate Edition Client
39	Application	Symantec AntiVirus Corporate Edition for Exchange Server
40	Server	Symantec AntiVirus Corporate Edition Server
41	Application	Veritas BackupExec Advanced Open File Option
42	Application	Veritas BackupExec Exchange Server Agent
43	Application	Veritas BackupExec for Windows 2000
44	Application	Veritas BackupExec Remote Agent for Windows 2000 Servers
45	Application	Veritas BackupExec SQL Server Agent
46	Application	Webtrends Analysis Advanced
47	Application	Winzip
48	Application	WinZip Command Line Support Add-On

IN WITNESS WHEREOF, the parties have executed and delivered this
Stock Purchase Agreement as of the date first above written.

BUYER:

HOME FLANNERS, LLC

By: HANLEY-WOOD, LLC,
its Sole Member

By: _____
Name:
Title:

PARENT:

HANLEY-WOOD, LLC

By: _____
Name:
Title:

SELLER:



Stephen F. Holmes

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