

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
HomeGain.com, Inc.		02/04/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Casa Acquisition Corp.
Street Address:	2711 Centerville Road, Ste. 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Serial Number:	85751072	HOMEGAIN
Registration Number:	3127211	HOMEGAIN
Registration Number:	3361064	AGENTEVALUATOR
Registration Number:	3318878	HOMEGAIN
Registration Number:	3046695	HOMEGAIN

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6508332001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650.833.2373
Email:	tmfilings@dlapiper.com
Correspondent Name:	Paul A. McLean, Esq.
Address Line 1:	2000 University Avenue
Address Line 4:	East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	953952-900100
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CH \$140.00 85751072

<b>NAME OF SUBMITTER:</b>	Paul A. McLean, Esq., DLA Piper LLP (US)
<b>Signature:</b>	/Paul A. McLean/
<b>Date:</b>	02/28/2013
<b>Total Attachments: 5</b> source=reply! - homegain trademark assignment agreement#page1.tif source=reply! - homegain trademark assignment agreement#page2.tif source=reply! - homegain trademark assignment agreement#page3.tif source=reply! - homegain trademark assignment agreement#page4.tif source=reply! - homegain trademark assignment agreement#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of February 4, 2013 (the "Effective Date") by and between HomeGain.com, Inc., a Delaware corporation ("Assignor"), to Casa Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of January 30, 2013, by and between Reply! Inc., a Delaware corporation, Assignee, Assignor and Classified Ventures, LLC, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee all of Assignor's right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States registrations therefor;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

2. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

3. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

HOMEGAIN.COM, INC.

By: \_\_\_\_\_

Name: Daniel A. Jauernig

Title: Chairman

**ASSIGNEE:**

CASA ACQUISITION CORP.

By: Sean T. Fox

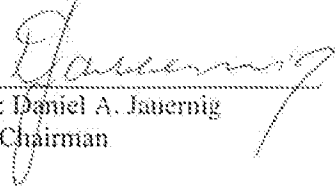
Name: Sean Fox

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

HOMEGAIN.COM, INC.


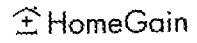
By:   
Name: Daniel A. Jauernig  
Title: Chairman

**ASSIGNEE:**

CASA ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Sean Fox  
Title: Chief Operating Officer

**SCHEDULE A**

Trademark	Country	Filing Date Serial No.	Reg. Date Reg. No.	International Class(es)	Status
AGENTEVALUATOR	U.S. Federal	Filing Date 11/16/2007 Ser. No. 77045888	Reg. Date 12/25/2007 Reg. No. 3361064	35, 36, 42	Registered Supplemental Register  Section 8 Declaration Due 12/25/2013
HOMEGAIN	U.S. Federal	10/11/2012 Ser. No. 85751072		35	Pending, ITU application
HOMEGAIN	U.S. Federal	Filing Date 11/18/1999 Ser. No. 75983571	Reg. Date 10/23/2007 Reg. No. 3318878	41	Registered  8 & 15 Declaration Due 10/23/2013
HOMEGAIN	U.S. Federal	Filing Date 11/18/1999 Ser. No. 75983571	Reg. Date 08/08/2006 Reg. No. 3127211	35 and 36	Registered 8 & 15 declaration accepted for class 36; class 35 deleted from the registration Renewal Due 08/08/2016
 HomeGain	U.S. Federal	Filing Date 05/23/2000 Ser. No. 76977847	Reg. Date 01/17/2006 Reg. No. 3046695	35, 36	8 & 15 Accepted 04/18/2011  Renewal Due 01/17/2016
HOMEGAIN	U.S. Federal	Filing Date 05/23/2000 Ser. No. 76057071		9, 16, 35, 36, 38, 39, 41, and 42	Abandoned 03/11/2002
 HomeGain	U.S. Federal	Filing Date 05/23/2000 Ser. No. 76056120		9, 36, 41, 42	Abandoned 11/12/2006
HOMEGAIN.COM	U.S. Federal	Filing Date 11/18/1999 Ser. No. 75853390		9, 16, 35, 36, 37, 38, 39, 41, and 42	Abandoned 01/29/2001
HOMEGAIN.COM	U.S. Federal	Filing Date 05/25/1999 Ser. No. 75713055	Reg. Date 04/18/2000 Reg. No. 2343443	36	Cancelled 02/27/2007 under Section 8
homeGAIN.com	U.S. Federal	Filing Date 05/25/1999 Ser. No. 75713024	Reg. Date 05/09/2000 Reg. No. 2348555	36	Cancelled 03/27/2007 under Section 8
HOME SALE MAXIMIZER	U.S. Federal	Filing Date 08/07/2000 Ser. No. 78020033	Reg. Date 06/10/2003 Reg. No. 2725787	36	Cancelled 02/23/2010 under section 8
HOME SCOUT	U.S. Federal	Filing Date 12/29/1995 Ser. No. 75038488	Reg. Date 08/12/1997 Reg. No. 2086987	42	Assigned to Homegain.com 02/02/2001  Cancelled 06/29/2004 under Section 8.
HOMEWATCH	U.S. Federal	Filing Date 08/27/1998 Ser. No. 75543618	Reg. Date 04/11/2000 Reg. No. 2340133	36	Assigned to Homegain.com 02/02/2001  Cancelled 08/12/2008 under Section 8
REFERRAL MAXIMIZER	U.S. Federal	Filing Date 03/15/2001	Reg. Date 06/10/2003	35	Cancelled 02/23/2010 under section 8

Trademark	Country	Filing Date Serial No.	Reg. Date Reg. No.	International Class(es)	Status
		Ser. No. 78053326	Reg. No. 2725848		
HOMEGAIN	Canada	Filing Date 11/19/1999 Appl. No. 1036629		36	Abandoned 12/10/2001
home <b>GAIN</b> com	Canada	Filing Date 11/19/1999 Appl. No. 1036628		36	Abandoned 10/17/2001