

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homes & Land Affiliates, LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewPoint Franchisor, LLC		
Street Address:	3003 East Third Avenue, Suite 201		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3522620	WHERE THE WORLD FINDS HOMES ONLINE	
Registration Number:	3396415	HOGARES Y TERRENOS	
Registration Number:	3255821	A APARTMENT RENTAL GUIDE	
Registration Number:	3260724	A RENTAL GUIDE APARTMENTS	
Registration Number:	3424668	BRING YOUR LISTINGS TO LIFE	
Registration Number:	3416932	HOMES & LAND	
Registration Number:	2743516	HOMESANDLAND.COM	
Registration Number:	2301988	WHERE THE WORLD FINDS HOMES	
Registration Number:	2301653	ESTATES & HOMES	
Registration Number:	2031281	RENTAL GUIDE MAGAZINE	
Registration Number:	2124466	NEW HOMES	
Registration Number:	1959590	HOME GUIDE	
Registration Number:	1756790	HOMES&LAND	
Registration Number:	1703648	HOMEMAIL	
Registration Number:	1256835	HOMES & LAND	
Registration Number:	1152647	HOMELINE	
Registration Number:	4440884	HOMES AND LAND	
Registration Number:	4440886	HOMES AND LAND	
Registration Number:	4440887	HOMES AND LAND	
TRADEMARK			

CH \$490.00 3522620

CORRESPONDENCE DATA**Fax Number:** 3032230942*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** (303) 223-1142**Email:** eholmes@bhfs.com**Correspondent Name:** Emily C. Holmes**Address Line 1:** 410 Seventeenth Street, Suite 2200**Address Line 4:** Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	013314.0019 7/31/14 DRS
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NAME OF SUBMITTER:	Emily C. Holmes
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SIGNATURE:	/emilycholmes/
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DATE SIGNED:	07/31/2014
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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of July 31, 2014, by and between Homes & Land Affiliates, LLC a Delaware, Limited Liability Company ("Assignor"), and NewPoint Franchisor, LLC, a Delaware limited liability company, with an address of 3003 East Third Avenue, Suite 201, Denver, Colorado 80206 ("Assignee"). In the event of a conflict between this Assignment and the Purchase Agreement (defined below), the Purchase Agreement will control.

WHEREAS, Assignor, Assignee, and Endurance Business Media, Inc., a Delaware corporation, are parties to an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Trademarks (as defined below); and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

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

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks identified on Exhibit A hereto (the "Trademarks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Trademarks and the goodwill of the business symbolized by the Trademarks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to the Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee's rights therein. Assignor will not adopt, use, register or seek to register any name or mark anywhere in the world which is identical to the Trademarks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

HOMES & LAND AFFILIATES, LLC

By: [Signature]
Name: Robert Hardy
Title: Chief Financial Officer

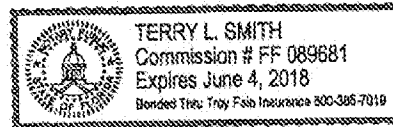
STATE OF Florida)
) ss.
COUNTY OF Leon)

On July, 2014, before me, Terry L. Smith, Notary Public, personally appeared Robert Hardy, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 6/4/18

[Signature]
Notary



[Signature page to Trademark Assignment Agreement]

EXHIBIT A
TRADEMARKS

Country	Mark	Registration No.	Registration Date
US	WHERE THE WORLD FINDS HOMES ONLINE	3522620	10/21/08
US	HOGARES Y TERRENOS and Design	3396415	03/11/08
US	A APARTMENT RENTAL GUIDE	3255821	06/26/07
US	A RENTAL GUIDE APARTMENTS	3260724	07/10/07
US	BRING YOUR LISTINGS TO LIFE	3424668	05/06/08
US	HOMES & LAND	3416932	04/29/08
US	HOMESANDLAND.COM	2743516	07/29/03
US	WHERE THE WORLD FINDS HOMES	2301988	12/21/99
US	ESTATES & HOMES	2301653	12/21/99
US	RENTAL GUIDE MAGAZINE and Design	2031281	01/14/97
US	NEW HOMES	2124466	12/23/97
US	HOME GUIDE	1959590	03/05/96
US	HOMES&LAND and Design	1756790	03/09/93
US	HOMEMAIL	1703648	07/28/92
US	HOMES & LAND	1256835	11/08/83
US	HOMELINE	1152647	04/28/81
US	HOMES AND LAND	4440884	11/26/13
US	HOMES AND LAND	4440886	11/26/13
US	HOMES AND LAND	4440887	11/26/13
Costa Rica	HOMES & LAND	2008-9239	
Costa Rica	HOMES & LAND	189597	
Mexico	HOMES & LAND	920091	
Canada	HOMES & LAND & Design	TMA550268	
Canada	HOMESANDLAND	TMA857613	
European Union	HOMES & LAND (Stylized)	582197	