

11-25-1998



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11-20-98

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November 19, 1998

Via Express Mail

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Submission of Service Mark Assignment for Recordation
Conveying Party: REALBID LLC
Receiving Party: COMPS InfoSystems, Inc.
Our Reference No.: 028503.0002

Dear Sir:

Enclosed for recordation, please find an original Service Mark Assignment executed November 5, 1998 in which REALBID LLC assigns its service mark registration to COMPS InfoSystems, Inc.

Enclosed please also find a check in the amount of \$40.00 for recordation of the Service Mark Assignment for 1 service mark registration.

The following is the required cover sheet information for recording the enclosed Service Mark Assignment:

- | | | |
|----|-----------------------|---|
| 1. | Conveying Party: | REALBID LLC
(a California limited liability corporation)
700 Larkspur Landing Circle, Suite 199
Larkspur, California 94939 |
| 2. | Receiving Party: | COMPS InfoSystems, Inc.
(a Delaware corporation)
9888 Carroll Centre Road, Suite 100
San Diego, California 92126 |
| 3. | Nature of Conveyance: | Assignment. |
| 4. | Trademarks: | 75/277,110 (2,201,095) REALBID <i>406</i> |

11/24/1998 DMGUYEN 00000238 75277110

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40.00 OP

SAN FRANCISCO PALO ALTO LOS ANGELES ORANGE COUNTY SAN DIEGO NEW YORK AUSTIN DENVER LONDON*

*BROBECK HALE AND DORR INTERNATIONAL OFFICE

..ODMA\PCDOCS\PALLIB\1132090\1
EL 149 643 989 US

TRADEMARK
REEL: 1819 FRAME: 0902

5. Party to Whom Correspondence Regarding this Document Should Be Mailed:

Adam C. Striegel, Esq.
Brobeck, Phleger & Harrison LLP
2200 Geng Rd., Two Embarcadero Place
Palo Alto, CA 94303

6. Total Number of Applications and Registrations: 1

7. Total Fee: \$40.00

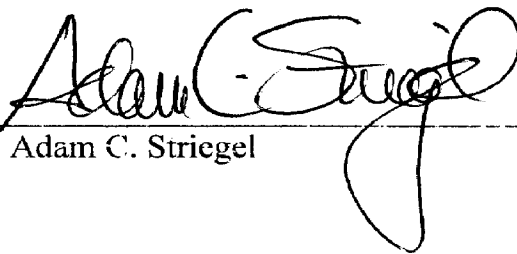
In addition, please charge Deposit Account No. 02-3950 for any additional fees that might be necessary. A copy of this letter is enclosed.

To the best of the undersigned's knowledge and belief, the foregoing information is true and correct.

Very truly yours,

BROBECK, PHLEGER & HARRISON LLP

By:


Adam C. Striegel

ACS:bdk
Enclosure

cc: Eddie Rodriguez, Esq.

SERVICE MARK ASSIGNMENT

This Service Mark Assignment (hereinafter referred to as "Assignment") is effective as of the ~~5th~~ ^{5th} day of November, 1998, by and between REALBID LLC, a California limited liability company, having its principal place of business at 700 Larkspur Landing Circle, Suite 199, Larkspur, California 94939 (hereinafter referred to as "Assignor") and COMPS INFOSYSTEMS, INC., a Delaware corporation, having its principal place of business at 9888 Carroll Centre Road, Suite 100, San Diego, California 92126 (hereinafter referred to as "Assignee").

WHEREAS, the parties have entered into a certain Asset Purchase Agreement dated as of ~~October 6,~~ ^{November 6,} 1998, pursuant to which the parties are entering into this Assignment;

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest that Assignor may possess throughout the world in and to the service mark set forth on Schedule A (which is attached hereto and incorporated herewith by reference), and all other rights appurtenant thereto, including, but not limited to, all common law rights, title, and interest, trademark, trade name, trade dress or similar rights, and the right to recover for past infringement of any of the foregoing in the United States of America and in all other countries and jurisdictions of the world in and to said service mark and all applications and eventual registrations thereof (hereinafter collectively referred to as the "Service Mark") and any goodwill associated with and symbolized by the Service Mark which Assignor has acquired and not abandoned;

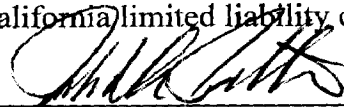
WHEREAS, in order to avoid any doubt as to Assignor's assignment of any and all rights that Assignor may have in and to the Service Mark, Assignor further wishes to quitclaim to Assignee all rights, title, and interest which Assignor may possess throughout the world in and to the Service Mark; and

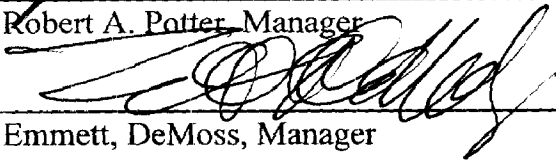
WHEREAS, Assignee is desirous of acquiring all such rights, title and interest in and to the Service Mark throughout the world

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, and further hereby quitclaims to Assignee, all rights, title and interest that Assignor may possess in and to the Service Mark throughout the world, together with the goodwill symbolized by said Service Mark, concurrent with the transfer of certain tangible assets as indicia of said goodwill pursuant to the transactions contemplated by the Asset Purchase Agreement.

Executed at San Diego, California this 5th day of November, 1998.

On behalf of REALBID LLC,
a California limited liability company

By: 
Robert A. Potter, Manager

By: 
Emmett, DeMoss, Manager

SCHEDULE A

Service Mark

Application Number

REALBID

75/277,110

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF Marin) SS.

On this 5th day of November, in the year 1998, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Robert A. Potter and Emmett DeMoss personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names are subscribed to the within instrument and acknowledged to me that they respectively executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Troy L. Swann
Notary Public in and for the
aforesaid County and State

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