

8-21-00

10-04-2000

Form PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



1E

To the Honorable Commissioner of Patents and Trademarks: Please record the

101478643

1. Name of conveying party(ies):
Transamerica Intellitech, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other - _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: First American Real Estate Solutions, L.P.
 Internal Address: _____
 Street Address: 5601 East La Palma
 City: Anaheim State: California ZIP: 92807

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - Delaware
 Corporation - _____
 Other - _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: August 1, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
 Please see attached Schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 25

7. Total fee (37 CFR 3.41): \$ 640.00
 Enclosed
 Authorized to be charged to deposit account in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/03/2000 DBYRNE 00000056 217029

01 FC:481 40.00 OP
02 FC:482 600.00 OP

Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke Signature
8/21/00 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. For more information regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-

01 FC:481 40.00 OP
02 FC:482 600.00 OP

**SCHEDULE OF U.S. TRADEMARK
APPLICATIONS AND REGISTERED TRADEMARKS
OWNED BY TRANSAMERICA INTELLITECH, INC.**

A. U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
METROSCAN PLUS	Reg. No. 2,172,029
INTELLIGENT TECHNOLOGIES AT WORK	Reg. No. 2,241,224
E-VAL	Reg. No. 2,184,662
HOMEPROFILE	Reg. No. 2,141,474
REALSTATION	Reg. No. 2,052,298
REALSTATION	Reg. No. 1,993,766
REALIST	Reg. No. 1,724,438
METROSCAN	Reg. No. 1,512,529
THE NEW BUYER	Reg. No. 1,423,469
THE REAL ESTATE PACE	Reg. No. 1,434,675
PACENET	Reg. No. 2,060,568
PACENET MORTGAGE LEADS	Reg. No. 2,328,711
AMERESTATE	Reg. No. 2,344,917

B. U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NUMBER</u>
METROLINK	Serial No. 76-054,952
HOMEPROFILE	Serial No. 75-661,541
BETTER DATA THE INDUSTRY STANDARD (and Design)	Serial No. 75-661,540
BETTER SOFTWARE THE INDUSTRY STANDARD (and Design)	Serial No. 75-661,539
BETTER TEAMWORK THE INDUSTRY STANDARD (and Design)	Serial No. 75-661,538
BETTER TRAINING THE INDUSTRY STANDARD (and Design)	Serial No. 75-661,537
EXPERT LEADS	Serial No. 75-657,459
EXPERT APPRAISER	Serial No. 75-596,803
EXPERT AGENT	Serial No. 75-596,802
EXPERT BROKER	Serial No. 75-594,681
HOMEWAVE	Serial No. 75-525,270

ASSIGNMENT OF PATENTS, TRADEMARKS AND SERVICE MARKS

This ASSIGNMENT OF PATENTS, TRADEMARKS AND SERVICE MARKS (this "Assignment") is made and entered into as of the 1st day of August, 2000, by and among TRANSAMERICA INTELLITECH, INC., a Delaware corporation ("Assignor"), and FIRST AMERICAN REAL ESTATE SOLUTIONS, L.P., a Delaware limited partnership ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Contribution Agreement dated as of August 1, 2000 between The First American Corporation and Transamerica Corporation.

WHEREAS, Assignor desires to transfer and assign, and Assignee desires to acquire and assume, the United States Patents listed in **Schedule A** annexed hereto (the "Patent Rights") and the trademarks, service marks, state service mark registrations and federal trademark and service mark registrations and pending applications thereof identified in **Schedule B** annexed hereto (the "Trademark Rights").

NOW, THEREFORE, the parties agree as follows:

1. Assignor represents and warrants that:

(a) it has the full right and power to perform the obligations and grant the rights set forth in this Assignment and there are no outstanding encumbrances with respect to the registered Patent Rights and Trademark Rights, agreements or assignments in existence inconsistent with the provisions of this Assignment or which purport to transfer the rights transferred hereby.

(b) the Patent Rights and Trademark Rights have not knowingly been obtained through any activity, omission or representation that would limit, modify, restrict or destroy the validity of the Patent Rights or Trademark Rights and Assignor has no knowledge or information that would impact the validity and/or enforceability of the Patent Rights or Trademark Rights.

2. In consideration of payment by Assignee of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor:

(a) all of Assignor's right, title, and interest in and to the Patent Rights, including any reexaminations and reissue applications thereof and any patents issuing therefrom and extensions thereof, and all continuation, continuation-in-part and divisional patents and patent applications claiming priority in whole or in part from the patents and patent applications listed in **Schedule A**, and including all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment; and

(b) all of Assignor's right, title, and interest in and to the Trademark Rights, together with the goodwill of the business symbolized by the Trademark Rights, including

all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

3. Assignee shall file any required documentation with the United States Patent and Trademark Office and any foreign patent or state office as is necessary to perfect this assignment of Patent Rights and Trademark Rights herein, all costs to be borne by Assignee. Assignor agrees to sign or otherwise execute, or cause its Affiliates to execute, all documents necessary to carry out and perfect this Assignment.

4. This Assignment shall be deemed to be made in and under the laws of the State of California and for all purposes shall be construed interpreted and enforced in accordance with the laws of the State of California and without regard to the conflict of law provisions thereof.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

TRANSAMERICA INTELLITECH, INC.

By: _____



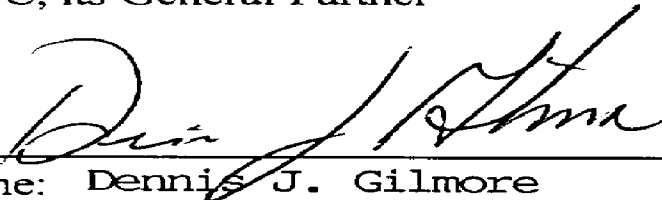
Name: Russell T. Charlton
Title: Chief Executive Officer

-Signature Page-

Assignment of Patents, Trademarks and Service Marks

FIRST AMERICAN REAL ESTATE SOLUTIONS,
L.P.

By: RES LLC, its General Partner

By: 
Name: Dennis J. Gilmore
Title: Authorized Representative

-Signature Page-

nt of Patents, Trademarks and Service Marks

RECORDED: 08/21/2000

TRADEMARK
REEL: 002151 FRAME: 0191