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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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of Patents and Trademarks: Please record the attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #11

1. Transamerica Intellitech, Inc. 1-11-01

Individual(s) 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 La Palma Avenue

City: Anaheim State: CA ZIP: 92807

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

If assignee is not domiciled in the United States, a domestic representative designator 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 Agreement Change of Name
 Other _____

Execution Date: August 1, 2000

4. Application number(s) or Registration number(s)

A. Trademark Application No.(s)
METROLINK, Application No. 76/054952

B. Trademark Registration No.(s)
METROSCAN PLUS, Registration No. 2,172,029

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark I. Feldman

Internal Address: Piper Marbury Rudnick & Wolfe

Street Address: 203 North LaSalle Street

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

Enclosed
 Any additional fees are
 Authorized to be charged to deposit account

8. Deposit account number:
18-2284

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mark I. Feldman Mark I. Feldman January 9, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

9

SCHEDULE B

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

1-800-447-773

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

Intelligence 44873

FIRST AMERICAN REAL ESTATE SOLUTIONS,
L.P.

By: RES LLC, its General Partner

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

-Signature Page-
Assignment of Patents, Trademarks and Service Marks

Wangler 44673

SCHEDULE B

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

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EXPERT AGENT	Serial No. 75-596,802
EXPERT BROKER	Serial No. 75-594,681
HOMEWAVE	Serial No. 75-525,270

C. STATE TRADEMARKS

<u>State</u>	<u>Patent</u>	<u>Registration No.</u>
Ohio	PACENET	SM64926
Michigan	PACENET	78-063

SCHEDULE A

**SCHEDULE OF FEDERAL PATENTS
OWNED BY TRANSAMERICA INTELLITECH, INC.**

A. UNITED STATES PATENTS

<u>U.S. Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
5,361,201	10/12/92	11/1/94

-Signature Page-
Assignment of Patents, Trademarks and Service Marks

Assignment 44873