

10-04-2001



Form PTO-1594

(rev 3/1)

ET

U. S. Department of Commerce
Patent and Trademark Office

101865212

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

1. Name of conveying party(ies):

Gordon A. Gundaker Real Estate Co., Inc.

- Individual(s)
- General Partnership
- Corporation -
- Other -

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

2. Name and Address of receiving party(ies)

NRT Missouri, Inc.
2458 Old Dorsett, Suite 300
Maryland Heights, MO 63043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Missouri
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 10, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,255,024

Additional numbers attached? Yes No

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

Steven Barnett, Esq.
NRT Incorporated
339 Jefferson Road
Parsippany, NJ 07054

6. Total number of applications/registrations involved: 1

7. Total fee (37 CFR 3.41) \$40

- All fees and any deficiencies are authorized to be charged to Deposit Account (Our Reference 023860/26)

8. Deposit Account No. 19-2385

10/03/2001 DBYRME 00000213 192385 2255024

01 FC:481 40.00 CH

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.

Steven M. Rosenthal

September 25, 2001

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

SERVICE MARK ASSIGNMENT

WHEREAS, GORDON A. GUNDAKER REAL ESTATE CO., INC., a Missouri corporation ("**Assignor**"), is the owner of the trademark(s), service mark(s), and/or trade names listed on Schedule A hereto (collectively, the "**Trademarks**") and the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignor has agreed to assign its entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, to NRT Missouri, Inc., a Missouri corporation ("**Assignee**"); and

WHEREAS, Assignee has agreed to acquire Assignor's entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, effective as of the date indicated below, to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks; all registrations and applications which may have been or may be issued or filed in respect thereto and any renewals thereof; the goodwill of the business symbolized by the Trademarks; all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks and all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to assignee hereunder, and all rights corresponding thereto throughout the world.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, whose duty it is to issue trademark registrations, to issue the Certificate of Registration, Renewal, or Assignment, for any registration of the Trademarks, to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.


Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Trademarks may be issued or pending.

This Assignment is effective as of September 10, 2001.

ASSIGNOR: GORDON A. GUNDAKER
REAL ESTATE CO., INC.

By: 
Name: Gordon A. Gundaker, Jr.
Title: President

ASSIGNEE: NRT MISSOURI, INC.

By: 
Name: Thomas J. Freeman
Title: Senior Vice President

NOTARIAL CERTIFICATE

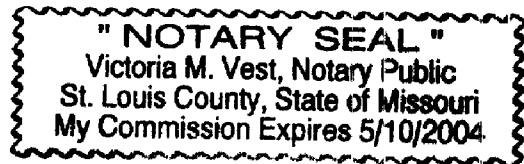
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Gordon A. Gundaker known to me to be the President of GORDON A. GUNDAKER REAL ESTATE CO., INC. appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 10 day of September, 2001.

Victoria M. Vest
Notary Public

My commission expires: 5/10/2004



SCHEDULE A
Trademarks

Registered Marks

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
FIRST CLASS SERVICE	United States	2,255,024	06/22/1999	GORDON A. GUNDAKER REAL ESTATE CO., INC. d/b/a GUNDAKER REALTORS/BETTER HOMES & GARDENS	Registered

**Unregistered Service Marks and/or Trade Names
of Gordon A. Gundaker Real Estate Co., Inc.**

**GUNDAKER REALTORS
SIMPLY BETTER
LAURA MCCARTHY**