

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William Raveis Real Estate, Inc.		10/20/1999	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA	
Name:	Home Link Services, Inc.
Street Address:	7 Trap Falls
City:	Shelton
State/Country:	CONNECTICUT
Postal Code:	06484
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2	
Property Type	Number
Registration Number:	2314969
Registration Number:	1364864

CORRESPONDENCE DATA	
Fax Number:	(202)887-0689
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2028282233
Email:	snodgrassj@dsmo.com
Correspondent Name:	John C. Snodgrass
Address Line 1:	DSM&O LLP, 2101 L Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	H7845.0000
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NAME OF SUBMITTER:	John C. Snodgrass
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PURCHASE AGREEMENT

This Purchase Agreement is made and entered into as of this 20th day of October 1999 by and between Home Link Services, Inc., a Delaware corporation, with its principal place of business at 7 Trap Falls, Shelton, CT 06484 ("Home Link") and William Raveis Real Estate, Inc., a Connecticut corporation, with its principal place of business at 7 Trap Falls, Shelton, CT 06484 ("Raveis").

WHEREAS, Raveis owns certain Intellectual Property for use in providing customer services to real estate purchasers and sellers;

WHEREAS, Home Link is desirous of acquiring all right, title and interest in and to such Intellectual Property and Raveis is desirous of selling all right, title and interest in and to such Intellectual Property to Home Link;

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and representations herein contained and intending to be legally bound, Home Link and Raveis agree as follows:

1. Definitions

(a) Intellectual Property means

(i) all copyrights, patent and patent rights, including registrations and renewals thereof and applications therefor, and all trade secrets and inventions contained, embedded or incorporated in those assets, which are or have been used by Raveis, or which may be used by Raveis, in connection with or relating to the systems and methods identified in Schedule A of the Intellectual Property Agreement attached hereto as Exhibit 1, including file, or data format, icons, graphic images and screens or characters; and

(ii) all federal, state and common law trademarks and service marks, and any applications or registrations therefore, including all renewals thereof, together with the goodwill associated therewith, which are or have been used by Raveis which are identified in Schedule B of the Intellectual Property Agreement attached hereto as Exhibit 1 or are otherwise used in connection with the systems and methods identified in Schedule A thereto (the "Marks").

(b) Intellectual Property Agreement means the agreement of even date herewith between Home Link and Raveis in the form attached hereto as Exhibit 1.

2. Purchased Assets

Raveis does hereby sell, assign and transfer to Home Link, or causes to be sold, assigned or transferred to Home Link in accordance with the terms of the Intellectual Property Agreement, all right, title and interest of Raveis in and to the Intellectual Property, including the goodwill associated with the Marks, to Home Link.

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3. Purchase Price

The purchase price payable to Raveis for the Intellectual Property shall be \$2,500,000.

4. Payment of Purchase Price

Purchaser shall pay the purchase price in full to Raveis within fifteen (15) days of execution of this Purchase Agreement and the Intellectual Property Agreement.

5. Representations and Warranties

Raveis hereby represents and warrants to Home Link as follows and acknowledges that Home Link is relying upon such representations and warranties in connection with this transaction:

- (a) Raveis is the sole and exclusive, record and beneficial owner of all right, title and interest in the Intellectual Property, and each and every portion thereof, and has the sole and exclusive right to use, license, sublicense, sell, assign, or prepare derivatives from the Intellectual Property without liability to, or any requirement to obtain the consent of, any other person.
- (b) All of the Intellectual Property listed in Schedule B, Part 1 has been properly filed and maintained with the U.S. Patent and Trademark Office, and is either pending or registered as indicated. The registration for HOME-LINK remains in full force and effect, the necessary supporting document having been properly filed.
- (c) To the best of Raveis' knowledge, there are no infringements or asserted or unasserted claims of infringement of or by any of the Intellectual Property, or to Raveis' knowledge, any threats of infringement, asserted or unasserted claims contesting or challenging the right, title, or interest of Raveis in any of the Intellectual Property.
- (d) To the best of Raveis' knowledge, there are no licenses, sublicenses or agreements, whether oral or written, relating to the use by third parties of the Intellectual Property.

6. Cooperation in Recordation of Change of Ownership

Raveis shall sign all documents and perform all acts reasonable and necessary to effect the purpose of this Agreement, including signing all Assignments, as may be reasonably requested by Home Link from time to time. Home Link shall be solely responsible for the recordation of the same in the appropriate government office, such as the U.S. Patent and Trademark Office.

7. Home Link Responsibilities

Home Link shall be responsible for all costs associated with the maintenance of the Marks and the preparation and filing of any and all copyright, trademark and patent applications incurred after the execution of this Agreement, whether filed in the United States of America or any other country of the world.

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8. Indemnification

Raveis shall indemnify and hold harmless Home Link and each of its directors, officers, employees, advisors, agents and shareholders from and against any and all losses, damages, liabilities, costs, claims and expenses, including but not limited to attorney's fees, arising out of, based upon or resulting from any inaccuracy of any representation or warranty of Raveis which is contained in or made pursuant to this Agreement.

9. Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of law principles.
- (b) Except as otherwise expressly provided by applicable state law or regulation, the parties agree that any action brought by either party against the other shall be brought in Connecticut and the parties do hereby consent to the personal jurisdiction of the Federal District Court, District of Connecticut and the Connecticut state courts and waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- (c) No waiver of any breach of the Agreement shall constitute a waiver of a subsequent breach.
- (d) If any provision of this Agreement is held invalid or unenforceable by an agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.
- (e) All notices given under this Agreement shall be delivered in writing by certified mail (return receipt requested) or by reputable overnight courier addressed to the other party at the address set forth on Page 1 hereof or such other address as a party may designate in writing to the other party hereto.
- (f) The captions of the Sections of this Agreement are for convenience only and in no way define, limit or affect the scope or substance of any Section of this Agreement.
- (g) Each of the parties hereto agrees not to disclose to any third party the terms of this Agreement without the prior written consent of each other party hereto.

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HomeLink Services, Inc.
William Raveis
Signature

Print Name: William Raveis, Jr.
Print Title: Chairman
Date: 10/20/99

WILLIAM RAVEIS REAL ESTATE, INC.
William Raveis, Jr.
Signature

Print Name: William Raveis, Jr.
Print Title: President
Date: 10/20/99

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EXHIBIT 1
INTELLECTUAL PROPERTY AGREEMENT

WHEREAS, William Raveis Real Estate, Inc., a Connecticut Corporation, located and doing business at 7 Trap Falls, Shelton, Connecticut 06484 (Raveis) is the owner of certain Intellectual Property, including software applications and the technology and know-how associated therewith, all of which is identified in Schedule A, and trademarks and service marks identified in Schedule B (collectively referred to herein as "Intellectual Property");

WHEREAS, Home Link Services, Inc., a Delaware Corporation, located and doing business at 7 Trap Falls, Shelton, Connecticut 06484 (Home Link), is desirous of acquiring all right, title and interest in and to said Intellectual Property;

NOW THEREFORE, in consideration of and in exchange for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Raveis does hereby assign unto Home Link, in perpetuity, all right, title and interest in and to all Intellectual Property identified in Schedules A and B, including all of the goodwill associated with the Marks identified in Schedule B, including any and all rights to sue for past, present or future copyright and trademark infringement, including any and all renewal rights (if any), and including the right to prosecute the pending applications for copyright and trademark registration.

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WILLIAM RAVEIS REAL ESTATE, INC.
William Raveis, Jr.
Signature

Print Name: William Raveis, Jr.
Print Title: President
Date: 10/20/99

State of Connecticut :
County of Fairfield : SS Stamford

Before me, personally appeared William Raveis, Jr. signer and sealer
of the foregoing instrument, who, this 20 day of October, 1999, acknowledged
the same to be his free act and deed.

Nancy Mowers
Notary Public

My Commission Expires _____
[seal]

NANCY MOWERS
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2003

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SCHEDULE A

The following software applications, including the technology and know-how associated therewith, are hereby assigned to Home Link:

- HOMIR Software, including Source Code and Object Code therefor;
- CARE Customers Are Really Everything Software, including the Source Code and Object Code therefor; and
- Documentation relating to the HOMIR software and CARE Customers Are Really Everything software, in any form, including, programming notes and annotations.

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SCHEDULE B

The following marks, and the referenced application and/or registration, if any, are hereby assigned to Home Link:

PART 1:

<u>MARK</u>	<u>REG. NO. OR SERIAL NO.</u>	<u>REG. DATE OR FILING DATE</u>
HOMIR	Pending	October 1, 1999
CARE Customers Are Really Everything	Pending	October 1, 1999
HOME DIVIDENDS	75/440,885	February 26, 1998
HOME-LINK	1,364,864	October 8, 1985

PART 2:

Common Law Mark

PERSONAL MOVE COORDINATOR

Homir Logo

PMC

HOMELINK and Design

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