

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
House Smart, Inc.		05/15/2004	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Inspectech, Inc.		
Street Address:	925 North Point Parkway		
Internal Address:	Suite 400		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2752167	HOUSE SMART	
CORRESPONDENCE DATA			
Fax Number:	(678)420-9301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	678-420-9300		
Email:	odonnellm@ballardspahr.com		
Correspondent Name:	Sumner C. Rosenberg		
Address Line 1:	999 Peachtree Street		
Address Line 2:	Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30309-3915		
ATTORNEY DOCKET NUMBER:	08126.1000US		
NAME OF SUBMITTER:	Sumner C. Rosenberg		
Signature:	/Sumner C. Rosenberg/		

OP \$40.00 2752167

Date:

08/18/2009

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("*Agreement*") made and entered into as of May 15, 2004, by and among House Smart, Inc., a Georgia corporation ("*Seller*"), James Cochran and Alex Cochran, both residents of Florida and the only shareholders of Seller ("*Shareholders*"), and Inspectech, Inc., a Virginia corporation ("*Buyer*"), and provides as follows:

WITNESSETH:

WHEREAS, Seller conducts an ongoing inspection business involving both residential and commercial real property inspections known as House Smart (the "*Business*"); and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, certain assets of the Business (excluding all liabilities not otherwise specifically assumed), upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions and Construction

1.01 Definitions.

(a) The following terms, as used herein, shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such other Person.

"Authorization" means, with respect to any Assigned Contract, the consent, approval, waiver or other action of any third party required for the assignment to Buyer of an Assigned Contract, any other agreement, indenture, mortgage, contract, license or other instrument binding upon Seller as a result of or in connection with the Transactions or any statutory procedure or authorization for such assignment in lieu thereof.

"Business Day" means any day other than a day which is a Saturday, Sunday or banking holiday in the Commonwealth of Virginia.

"Buyer Material Adverse Effect" means a material adverse effect on either (i) the business, assets, condition (financial or otherwise), prospects or results of operations of Buyer taken as a whole, excluding any changes or effects caused by changes in general economic conditions or changes generally affecting the business that Buyer operates, to the extent that such effect is not substantially more severe in the case of the business that Buyer operates than in the case of other

indicated. All accounting terms not specifically defined in this Agreement shall be construed in accordance with the generally accepted accounting principles as in effect on the date hereof. In this Agreement, unless the context otherwise requires, (i) words describing the singular number shall include the plural and vice versa, (ii) words denoting any gender shall include all genders and (iii) the word "*including*" shall mean "*including without limitation.*"

ARTICLE II

Purchase and Sale

2.01 *Purchase and Sale.* Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller shall sell, transfer, assign and convey to Buyer at Closing all of the Purchased Assets free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever. Buyer will assume no liabilities of the Seller unless specifically assumed herein. "*Purchased Assets*" shall mean all right, title and interest of Seller in, to and under all of the assets held or used by Seller in connection with the Business on the Closing Date (other than Excluded Assets) including, but not limited to the following:

(a) all rights of Seller under, and all interests owned or held by Seller pursuant to the contracts, agreements, licenses, commitments and other instruments set forth on Schedule 2.01(a) (the "*Assigned Contracts*") as well as all rights of Seller under any other contract related to the Business but not disclosed on Schedule 2.01(a) (the "*Undisclosed Contracts*") (but expressly excluding any contracts which are identified as Excluded Assets);

(b) all Work in Progress as of the Closing Date;

(c) all of Seller's rights, claims, credits, causes of action, rights to indemnification and contribution or rights of set-off against third parties relating to the Purchased Assets;

(d) all goodwill associated with the Business, together with the right to represent to third parties that Buyer is the successor to the Business;

(e) all rights, in, to and under any trademarks, service marks, trade names, items protected by copyright (whether published or unpublished, including rights to prepare, reproduce and distribute copies, computations and derivative works), franchises, web sites, internet domain names (including without limitation the name www.housesmartinspect.com), trade styles, logos, trade secrets, proprietary know-how, patents and processes and computer software and software applications and improvements, whether registered or unregistered, owned or used by Seller in the operation of the Business and any applications and registrations therefor and licenses thereof (the "*Intellectual Property*"), including, without limitation, the Seller's proprietary report writing software and paper forms used for inspections in connection with the conduct of the Business and the items listed on Schedule 2.01(e);

(f) all Prepaid Assets including without limitation those listed on Schedule 2.01(f);

(g) all rights in, to and under any written or oral contract, agreement, plan, instrument, registration, license, franchise, filing, certificate of occupancy, other permit or approval of any nature, telephone and facsimile numbers (including without limitation the following phone/fax numbers: 770-988-9929; 770-988-9978; and 866-988-9929), or other document, commitment, arrangement, undertaking practice or authorization (and pending applications therefor) to (i) conduct the Business or (ii) own, operate or maintain any of the Purchased Assets, but excluding (x) any obligations under the foregoing and (y) all Plans (as hereinafter defined);

(h) all rights, if any, under agreements with employees, agents, independent contractors and/or former partners, shareholders, directors or the like of Seller concerning employment or containing covenants not to compete, confidentiality and the Intellectual Property, to the extent such agreements are assignable;

(i) all rights or choses in action arising after closing out of occurrences before or after the Closing, including without limitation all rights under express or implied warranties relating to the Purchased Assets, or otherwise maintained or established in connection with the conduct of the Business;

(j) the name "*House Smart*" and all variants thereof including without limitation all documents, information, files, records, data, plans, recorded knowledge, including customer lists and files, and any and all evidence of Seller's first use of the "*House Smart*" name and any variants thereof, and evidence of continuous use of such name and variants from the date of first use until the Closing Date;

(k) all accounts and books of account related to the Business and the Purchased Assets, and all personnel files and records of employees belonging to Seller (the "*Seller Records*"), but not including documents related to employee benefits plans, programs and arrangements of Seller;

(l) all electronic data processing systems, program specifications, object and source codes (whether in escrow or not), logs, input data and report layouts and formats, record file layouts, diagrams, functional specifications and narrative descriptions, flow charts and other related materials which are used or intended to be used in the conduct of the Business; and

(m) all equipment listed on Schedule 2.01(m) (the "*Equipment*").

2.02 Excluded Assets. The right, title and interest of Seller in, to and under the following assets and properties of Seller relating to or used in connection with the Business (the "*Excluded Assets*") shall be excluded from the Purchased Assets and shall not be purchased and sold hereunder:

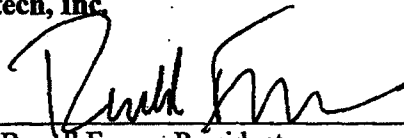
(a) all rights of Seller under any contracts, agreements, licenses, commitments and other instruments, as an issuer of securities, as a lender, borrower or holder of securities, as a secured party or otherwise, in each case which do not relate primarily to the Business or which are listed on Schedule 2.02(a), and all rights of Seller under or pursuant to this Agreement and the other agreements with Buyer contemplated hereby;

[Asset Purchase Agreement Signature Page]

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

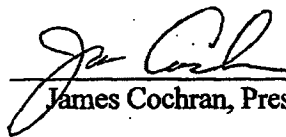
BUYER:

Inspectech, Inc.

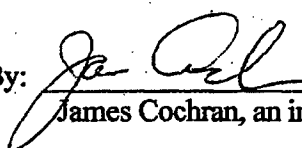
By: 
Revell Fraser, President

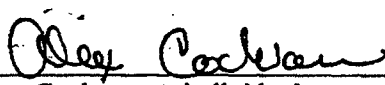
SELLER:

House Smart, Inc.

By: 
James Cochran, President

SHAREHOLDERS:

By: 
James Cochran, an individual

By: 
Alex Cochran, an individual

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