

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
Pacific Union Real Estate Group, Ltd		02/25/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Pacific Union International, Inc.		
Street Address:	1 Letterman Drive, #300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78855597	PACIFIC UNION	
Registration Number:	3206054	PACIFIC UNION	
CORRESPONDENCE DATA			
Fax Number:	(415)394-5003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4159516223		
Email:	dherzog@pinnaclelawgroup.com		
Correspondent Name:	David Herzog		
Address Line 1:	425 California Street Suite 1800		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	5166.001		
NAME OF SUBMITTER:	David Herzog		
Signature:	/David Herzog/		

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Date:

02/26/2010

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

by and among

Pacific Union Real Estate Group, Ltd,

a California corporation,

and

Referral Network of PUREG, Inc.,

a Delaware corporation,

and

Brookfield RPS LLC,

a Delaware limited liability company.

and

ML International Inc.,

a California corporation



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“**this Agreement**”) is dated July __, 2009 (the “**Execution Date**”), which shall be effective as of July 1, 2009 (at 12:01 AM (PT)) (the “**Effective Date**”) and is made by and among Pacific Union Real Estate Group, Ltd “**PUREG**”, a California corporation, and Referral Network of PUREG, Inc. (“**Referral Co**”), a Delaware corporation, and Brookfield RPS LLC, a Delaware limited liability company (together, “**Seller**”), on the one hand, and ML International Inc. (“**Buyer**”), a California corporation, on the other hand.

RECITALS

- A. As of the Execution Date, Mark and Tracy McLaughlin, as Trustees of the Mark McLaughlin and Tracy McLaughlin Revocable Trust (“**Owners**”), together, own 100% of the issued and outstanding ownership interests of Buyer; provided, however, the persons and/or entities comprising owners are expected to change prior to the Closing Date (as defined below), with Buyer agreeing to notify Seller, in writing, of the identity of the persons or entities which will comprise the Owners, as of the Closing Date (Owners shall have no personal responsibility with respect to the obligations of Buyer, as provided in this Agreement);
- B. Seller is in the business (the “**Business**”), among other things, of owning and operating a real estate brokerage, which functions under the trade-names “Pacific Union”, “Pacific Union Real Estate” and “GMAC Real Estate” (together, the “**Trade-Names**”) and is generally located in and around the San Francisco Bay area, California.
- C. The parties believe that it is in their respective best interests for Seller to sell to Buyer and Buyer to acquire from Seller (the “**Contemplated Transactions**”), the Business and the Purchased Assets, subject to the Assumed Obligations, each as defined in this Agreement, subject to the terms and conditions set forth in this Agreement.

THEREFORE, the parties agree as follows:

ARTICLE I

SALE AND PURCHASE

1.01. *Purchase by Buyer.*

Subject to the terms and conditions set forth in this Agreement, other than Excluded Assets (as defined in this Agreement), Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the rights, properties and assets which are used in the Seller’s operation

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of the Business, excluding cash and cash equivalents, and including all of the following assets (collectively, the **“Purchased Assets”**):


- (j) All rights (the “**Proprietary Rights**”) in the tradenames, trade marks, service marks, URL’s and similar intellectual property associated with names “Pacific Union”, “Pacific Union Real Estate” and www.pacunion.com (together, the “**PU Marks**”), a listing of which is set forth on *Schedule 1.01(j)* (but subject to the conditions that: (i) with respect to the post-Closing transfer by Buyer and subsequent use by a Buyer-transferee of the Proprietary Rights and the PU Marks in connection with real estate brokerage or franchise operations, such transfer and subsequent usage shall be pursuant to the Franchise Agreement, as defined in Section 2.18, below, for a period of 10 years from the Effective Date (as defined in the Franchise Agreement) of the Franchise Agreement, and (ii) a right of first offer (“**ROFO**”) in favor of Seller and GMAC Real Estate (“**GRE**”), the terms of which, in the case of (i) and (ii), above, are being negotiated and, if agreed upon by the parties, will be inserted into the Franchise Agreement and into a side-letter agreement to be executed by Seller, Buyer and Buyer’s lenders. Notwithstanding the above, if the Franchise Agreement is terminated by Buyer based on an Event of Default by Seller or GRE, the conditions set forth above shall terminate upon such termination of the Franchise Agreement).

Pages 5 through 35 redacted.

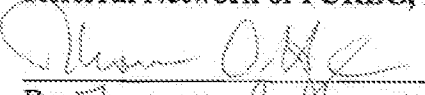
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

Pacific Union Real Estate Group, Ltd


By: Thomas A. Hogan
Its: Secretary

Referral Network of PUREG, Inc.


By: Thomas A. Hogan
Its: Secretary

Dated: July 1, 2009

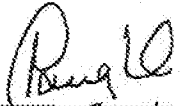
Brookfield RPS LLC

By:
Its:

Dated: July __, 2009

BUYER:

ML International Inc.


By: Mark A. McLaughlin
Its: President & CEO

Dated: July 1, 2009

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

Pacific Union Real Estate Group, Ltd

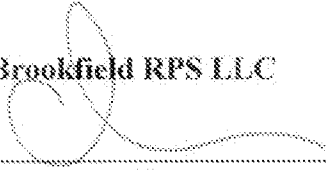
.....
By:
Its:

Referral Network of PUREG, Inc.

.....
By:
Its:

Dated: July ____, 2009

Brookfield RPS LLC


.....
By: Craig J. Laurie
Its: Treasurer

Dated: July ____, 2009

BUYER:

ML International Inc.

.....
By:
Its:

Dated: July ____, 2009