

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
Morgan Lane, Inc.		03/13/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pacific Union International, Inc.		
Street Address:	1 Letterman Drive, Building C, Suite 500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3253553	MORGAN LANE	
Registration Number:	2558175	THE FINE ART OF FINE PROPERTY	
CORRESPONDENCE DATA			
Fax Number:	4153945003		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4159516223		
Email:	dherzog@pinnaclelawgroup.com		
Correspondent Name:	David Herzog, Esq.		
Address Line 1:	425 California St, Ste 1800		
Address Line 2:	5166.014		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	5166.014		
NAME OF SUBMITTER:	David Herzog		
Signature:	/David Herzog/		

OP \$65.00 3253553

TRADEMARK

Date:

05/04/2012

Total Attachments: 3

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ASSIGNMENT

This assignment ("Assignment") is entered into this 13 day of March, 2012, by and between Pacific Union International, Inc. ("Assignee") and Jeffrey G. Locke, chapter 7 Trustee of Morgan Lane, Inc. ("Assignor").

WHEREAS, the Assignee and the Assignor, entered into a Sale Agreement dated March 13, 2012 ("Sale Agreement"), whereby upon bankruptcy court approval in the bankruptcy case of Morgan Lane, Inc. ("Debtor"), Case No. 10-10503, United States Bankruptcy Court, Northern District of California, Assignor agreed to transfer to Assignee Debtor's ownership of the right, title and interests to that certain real estate industry branding known as Morgan Lane, registered June 19, 2007, as a Service Mark, Registration No. 3253553, and The Fine Art of Fine Property™, registered April 9, 2007 as a Service Mark, Registration No. 2558175 (collectively, the "Marks").

WHEREAS, Assignor wishes to convey to Assignee, and Assignee wishes to obtain from Assignor, all of Morgan Lane, Inc.'s right, title, and interest in and to the Marks;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth below and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives all rights, title, and interest, "as-is", "how-is" in and to the Marks.

2. Cooperation. Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, declarations, or any other documents, and take all such further reasonable action necessary to conform, effectuate, or record the assignments granted herein.

3. General. This Assignment is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Sales Agreement. No amendment or modification of this Assignment shall be made except by a writing signed by all parties to be bound thereby or the permitted successors or assigns of such parties. This Assignment and the Sales Agreement referenced herein contain the entire understanding and agreement between the parties concerning the subject matter discussed in this Assignment and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings whether written or oral, between the parties with respect to the subject matter.

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IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first above written.

ASSIGNOR

JEFFRY G. LOCKE, CHAPTER 7 TRUSTEE OF MORGAN LANE, INC.

ACKNOWLEDGMENT

Mark Mc Laughlin, CEO [title], on behalf of Pacific Union International, Inc., hereby acknowledges receipt of this Assignment, for good and valuable consideration, of the Marks.

ASSIGNEE

PACIFIC UNION INTERNATIONAL, INC.


