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U.S. DEPARTMENT OF COMMERCE

MAR 7 2001 Patent and Trademark Office

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

1. Name of conveying party(ies):

- (1) ADAM HALL
- (2) CHENDAL P. COULTER
- (3) KEN S. MILLER

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

2. Name and address of receiving party(ies):

iClosings.com, Inc.
201 Santa Monica Blvd., Suite 320
Santa Monica, CA 90401

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Additional name(s) & address(es) attached?

Yes No

Execution Date: (1) 21 August 2000; (2) 18 August 2000;
(3) 21 August 2000

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

If this document is being filed together with a new application, the execution date of the application is: (1) 21 August 2000;
(2) 18 August 2000;
(3) 21 August 2000

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? Yes No

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

Ernest J. Beffel, Jr.
Haynes & Beffel LLP
P.O. Box 366
Half Moon Bay, CA 94019

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0869
(Attorney Docket No.: ICLS 1001-2)

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03/22/2001 TD1A21 00000069 09643274

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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.

Ernest J. Beffel, Jr., Reg. No. 43,489
Typed Name Reg. No.

Ernest J. Beffel, Jr.
Signature

05 March 2001
Date

Total number of pages including cover sheet, attachments and document: [4]

09-05-2000

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

1-31-92

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Patent and Trademark Office

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

1. Name of conveying party(ies):

09/643274

- (1) ADAM HALL
- (2) CHENDAL P. COULTER
- (3) KEN S. MILLER

2. Name and address of receiving party(ies):

iClosings.com, Inc.
 201 Santa Monica Blvd., Suite 300
 Santa Monica, CA 90401

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09/643274



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

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 Typed Name Reg. No.

Ernest J. Beffel, Jr.
 Signature

22 August 2000
 Date

Total number of pages including cover sheet, attachments and document: [4]

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

(1) Adam Hall
9116 Alcott
Los Angeles, CA 90035

(2) Chendal P. Coulter
1663 North Second Street
La Mesa, CA 91944

(3) Ken S. Miller
28847 Bison Court
Malibu, CA 90265

hereinafter termed "Inventors", have invented certain new and useful improvements in

**SYSTEM AND METHOD FOR CONDUCTING THE CLOSING OF A REAL
ESTATE SALE OVER A COMPUTERIZED NETWORK**

and have filed an application for a United States patent disclosing and identifying the above invention on _____ as Application No. _____, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the 21st day of August, 2000;

(2) the 18th day of August, 2000;

(3) the 21st day of August, 2000;

(hereinafter termed "application"); and

WHEREAS, **iClosings.com, Inc.**, a corporation of **California**, having a place of business at 201 Santa Monica Boulevard, Suite 320, Santa Monica, CA 90401 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and

every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

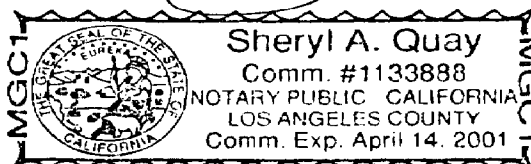
Adam Hall
Adam Hall

8/21/00
Date

State of California)
County of Los Angeles)
On August 21, 2000, before me, Sheryl A. Quay
personally appeared Adam Hall,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her
signature on the instrument the person or the entity upon behalf of
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sheryl A. Quay
(Notary Public)



Chendal P. Coulter
Chendal P. Coulter

8/18/00
Date



State of CALIFORNIA)
County of SAN DIEGO)

On 18 Aug, 2000, before me, Chendal P Coulter,
personally appeared Chendal P Coulter,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her
signature on the instrument the person or the entity upon behalf of
which the person acted, executed the instrument.

WITNESS my hand and official seal.

G Kope
(Notary Public)

Ken S. Miller
Ken S. Miller

8/21/00
Date

State of California)
County of Los Angeles)

On August 21, 2000, before me, Sheryl A Quay,
personally appeared Ken S. Miller,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her
signature on the instrument the person or the entity upon behalf of
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WITNESS my hand and official seal.

Sheryl A Quay
(Notary Public)

