

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Smarter Agent, LLC	10/26/2007

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	Centre Square East
Internal Address:	1500 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6385541
Patent Number:	6496776
Patent Number:	7072665
Application Number:	10644060
Application Number:	11022937
Application Number:	11249733
Application Number:	11426497

CORRESPONDENCE DATA

Fax Number: (215)832-5347

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-569-5347

Email: aria@blankrome.com

Correspondent Name: Zachary A. Aria

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 9th Floor

PATENT

500390621

REEL: 020064 FRAME: 0123

CH \$280.00 6385541

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:

114858-00101

NAME OF SUBMITTER:

Zachary A. Aria

Total Attachments: 13

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**COLLATERAL ASSIGNMENT
OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

This Collateral Assignment of Patents, Trademarks, Copyrights and Licenses ("Assignment") is made effective this 26th day of October, 2007 between Smarter Agent, LLC, a Delaware limited liability company ("Assignor"), with offices at Waterfront Technology Center, 200 Federal Street, Suite 300, Camden, New Jersey 08103, and Sovereign Bank ("Assignee"), having an address of Centre Square East, 1500 Market Street, Philadelphia, Pennsylvania 19102.

WHEREAS Assignor entered into a Loan Agreement, a Revolving Demand Note, a Security Agreement and other documents of even date herewith (collectively, the "Loan Documents") with Assignee;

WHEREAS the Security Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in all of the properties described herein, namely Assignor's present and future patents, patent applications, patentable inventions, trademarks, trademark applications, trademark registrations, tradenames, trade dress, the goodwill associated with such trademarks, trade names and trade dress, licenses, copyrights, copyright applications and copyright registrations;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety. All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Collateral Assignment of Patents, Trademarks, Licenses and Copyrights.** To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement) and obligations of Assignor to Assignee under the Loan Agreement, the Security Agreement and all loan documents referred to in the Loan Agreement (referred to collectively herein as "Obligations"), Assignor hereby grants, assigns and creates a security interest in favor of the Assignee as and by way of a mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default (as defined in the Loan Agreement) in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, whether registered or unregistered, trademark applications, trademark registrations, including renewals thereof, trade dress and tradenames, including, without limitation, the trademarks, trade dress and tradenames listed on Exhibit A, attached hereto; the goodwill of Assignor's business connected with and symbolized by said trademarks, tradenames and trade dress; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and

payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Trademarks");

(b) copyrights, copyright applications, and copyright registrations, including, without limitation, renewals thereof, listed on Exhibit B attached hereto; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Copyrights");

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (hereinafter referred to collectively as "Licenses");

(d) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit D attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Patents").

3. Covenants. Assignor warrants, covenants and agrees:

(a) to use for the duration of this Agreement proper notice in connection with its use of the Patents, Trademarks and Copyrights; b) to protect, defend and maintain the validity and enforceability of the Patents, Trademarks and Copyrights; c) to make application on patentable inventions and to apply for registration of Patents, Trademarks, and Copyrights as such are created, adopted or used and to prosecute diligently any patent applications of the Patents, any trademark applications of the Trademarks, and any copyright applications of the Copyrights pending as of the date hereof or thereafter until all Obligations are paid in full and the Loan Agreement is terminated; d) to detect infringements of the Trademarks, Patents, and Copyrights and promptly advise Assignee in writing of material infringements detected; e) not to forego any right to protect and enforce rights to the Patents, Trademarks, and Copyrights; f) to preserve and maintain all rights in the Patents, Trademarks and Copyrights; g) not to abandon or forfeit, or allow any Patent, Trademark, or Copyright to be abandoned, forfeited or dedicated to the public without the written consent of Assignee; h) not to take any action or enter into any license, royalty, assignment or other agreement which is inconsistent with Assignor's obligations under this Assignment, or which has the effect of reducing the value of the Patents, Trademarks and Copyrights; and i) to give the Assignee thirty (30) days' prior written notice of any proposed license, royalty, assignment or other agreement. All expenses incurred in connection with said applications and said maintenance shall be borne by the Assignor. Any failure of Assignor to

comply with the covenants set forth in this **Paragraph 3** will be deemed an Event of Default under the Loan Agreement subject to the applicable cure periods therein, if any.

4. **Restriction On Use, License and Transfer of Properties.** Unless and until there shall have occurred an Event of Default under the Loan Agreement, Assignee shall have no right to use the Trademarks, Copyrights or Patents or issue any license thereunder, or assign or otherwise transfer title in said Trademarks, Copyrights, Patents or Licenses to anyone else.

5. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been paid and satisfied in full, Assignor will not, without the prior written consent of the Assignee, enter into any agreement or arrangement which is inconsistent with Assignor's obligations under this Assignment, except to sublicense in the ordinary course of Assignor's business, provided that such sublicenses are sublicenses covered under **Paragraph 2(c)**; and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

6. **Warranty.** Assignor represents, warrants, and covenants that:

(a) the Patents, Trademarks, Copyrights and Licenses are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of Assignor's knowledge, each of the Patents, Trademarks, Copyrights and Licenses is valid and enforceable;

(c) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Trademarks or Copyrights does or may violate the rights of any third persons;

(d) that it has no notice of any suits or actions commenced or threatened against it with reference to the Patents, Trademarks, Copyrights, or Licenses and/or the interests granted therein;

(e) that Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, shop rights and covenants by Assignor not to sue third parties, except for sublicenses permitted in **Paragraph 5**; and

(f) neither the making of this Assignment nor Assignor's performance hereunder requires the agreement or approval of any other person or any governmental authority or agency which has not been obtained.

7. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A-D hereto, constitute a complete list of all of the patents, trademarks and copyrights now owned by Assignor and licenses to which Assignor is now subject. If, before the Obligations shall have been satisfied in full, Assignor shall (a) obtain rights in and to any new patentable inventions,

patent applications, patents, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations or licenses, or (b) become entitled to the benefit of any patent, patent application, trademark, trademark application, trademark registration, trade dress, trade name, copyright, copyright application, copyright registration, or license, the provisions of **Paragraph 2** above shall automatically apply thereto. Assignor shall give to the Assignee written notice of any existing and new rights and/or benefits as described in this **Paragraph 7** but excluded from Exhibits A-D hereto not more than thirty (30) days after the date of this Assignment and within thirty (30) days of the acquisition or creation by Assignor of any new rights and/or benefits. Assignor hereby authorizes the Assignee to modify this Assignment by amending Exhibit A, Exhibit B, Exhibit C and/or Exhibit D, as applicable, to include any patents, patent applications, trademarks, trademark applications, trade registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations presently owned by Assignor but not included on Exhibits A-D hereto and for any of Assignor's future patents, patent applications, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations.

8. **Events of Default.** This Assignment is subject to the terms and conditions of the Loan Agreement, and default (or the occurrence of an Event of Default) hereunder with respect to Assignor shall constitute a default (or Event of Default) under the Loan Agreement and all agreements between Assignor and Assignee unless cured within the applicable cure period set forth in the Loan Agreement, if any. In addition, Assignor shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Event of Default"):

(a) if any material representation or warranty contained herein shall prove to have been, when made, materially false, inaccurate, or misleading;

(b) if Assignor materially breaches any material covenant or obligation contained herein; or

(c) if a default (or Event of Default) occurs under the Loan Agreement.

9. **Foreclosure.** Upon the occurrence of an Event of Default under the Loan Agreement, Assignee, as holder of a security interest, may take such action as is permitted by law, in Assignee's sole discretion, to foreclose upon said intellectual property. For such purposes, and in the Event of Default under the Loan Agreement, Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to use the Patents, Trademarks and Copyrights, or (b) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as the Assignee deems in the best interest of the Assignee; or (c) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement shall have been terminated.

10. **Reassignment to Assignor.** This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and/or other instruments as may be necessary to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

11. **Assignee' Right to Sue.** Following an Event of Default under the Loan Agreement, Assignee shall have the right, but shall in no way be obligated, to bring suit in Assignee's own name or the name of Assignee's agent to enforce the Licenses, Patents, Trademarks and/or Copyrights, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Paragraph 11.**

12. **Indemnification.** Assignor agrees to indemnify and hold Assignee and its directors, officers, employees, and agents harmless from and against: a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Assignment, including, without limitation, the assignment and/or use of the Patents, Trademarks and Copyrights, the alleged infringement by Assignee of the intellectual property interests of others, any infringement action or other claim relating to the Patents, Trademarks and Copyrights, or enforcement of the terms hereof, and any action which relates in any way to the Patents, Trademarks, Copyrights and/or Licenses. (collectively, the "Transactions") and b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of the Transactions under this Assignment, the Loan Agreement or any other Loan Document (including, without limitation, reasonable attorneys' fees).

Assignor also agrees to defend, indemnify and hold harmless Assignee and each of its directors, officers, employees, and agents, on demand, from and against any and all losses, demands, obligations, damages, claims, fees, costs, liabilities and expenses or disbursements of any kind and nature whatsoever (including but not limited to reasonable fees and disbursements of counsel, interest, penalties and amounts paid in settlement) incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks and Copyrights, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights.

13. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof, or by a writing signed by the parties hereto.

16. **Cumulative Remedies; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, their nominees and assigns.

18. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. **Further Assurances.** Assignor agrees to execute any documents which are or may be required in order to perfect the recordation of this Assignment, including the Assignment as amended pursuant to Paragraph 7, in the United States Patent and Trademark Office, the United States Copyright Office and in the records of such states as are appropriate under the provisions of the Uniform Commercial Code without compensation from Assignee.

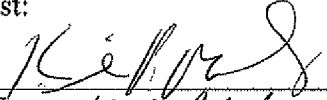
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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

(Corporate Seal)

SMARTER AGENT, LLC
a Delaware limited liability company

Attest:

By 
Name: Kevin P. Maloney
Title:

By 
Name: Brad Blumberg
Title: CEO

SOVEREIGN BANK

By: 
Name: Robert J. Mordick
Title: Senior Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On this, the 25 day of October, 2007, before me, a Notary Public, the undersigned officer, personally appeared Brad Blumberg who, in due form and according to law was deposed and said that he is the CEO of Smarter Agent, LLC, a Delaware limited liability company, and that he, being duly authorized, duly executed the foregoing instrument on behalf of said corporation for the purposes therein contained by signing his name as such CEO.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Ivy M. Shapiro
Notary Public

My Commission Expires: 10-22-2009

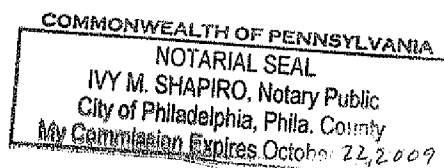


EXHIBIT A

REGISTERED TRADEMARKS

SMARTER AGENT; Registration No. 2,805,699; Registration Date: 1/13/2004;
Registered to Brad W. Blumberg

REAL ESTATE ANY TIME ANYWHERE, Registration No. 2,724,991; Registration
Date: 6/10/2003; Registered to Brad W. Blumberg

REAL ESTATE ON THE FLY; Registration No. 2,779,957; Registration Date:
11/4/2003; Registered to Brad W. Blumberg

DOMAIN NAME REGISTRATIONS

SMARTERAGENT.COM	
SMARTERAGENT.NET	kansascityhomesandrealstate.com
SMARTERAGENTNETWORK.COM	newjerseyhomesandrealstate.com
SMARTERAGENTREALSTATE.COM	pennsylvaniahomesandrealstate.com
SMARTERAGENTREALTORS.COM	philadelphiahomesandrealstate.com
SMARTERAGENTREALTY.COM	delawarehomesandrealstate.com
SMARTERREALSTATE.COM	marylandhomesandrealstate.com
SMARTESTAGENT.COM	baltimorehomesandrealstate.com
SMARTERAGENTMOBILE.COM	virginiahomesandrealstate.com
smarteragenthomesandrealstate.com	washingtondchomesandrealstate.com
agentmobilelead.com	newyorkhomesandrealstate.com
agentmobileleads.com	miamihomesandrealstate.com
brokermobileleads.com	texashomesandrealstate.com
brokermobilelead.com	californiahomesandrealstate.com
gpshomesearch.com	losangeleshomesandrealstate.com
gpshomefinder.com	sanfranciscohomesandrealstate.com
recentlysoldrealstate.com	sandiegohomesandrealstate.com
recentlysoldproperties.com	chicagohomesandrealstate.com
smartyagent.com	floridahomesandrealstate.net
gpsrealtors.com	orlandohomesandrealstate.net
listingphone.com	lasvegashomesandrealstate.net
wireless-miami.com	arizonahomesandrealstate.net
wireless-sandiego.com	dallashomesandrealstate.com
wireless-lasvegas.com	sanantoniohomesandrealstate.com
wireless-philadelphia.com	southfloridahomesandrealstate.com
wireless-newyork.com	dadehomesandrealstate.com
wireless-california.com	browardhomesandrealstate.com
wireless-chicago.com	palmbeachhomesandrealstate.com
wireless-realstate.com	Philly region SEO Package
wireless-kansascity.com	oceancountyhomesandrealstate.com
wireless-boston.com	margateveeninorhomesandrealstate.com
wireless-jacksonville.com	atlanticcityhomesandrealstate.com

wireless-tampa.com	wildwoodhomesandrealstate.com
wireless-charlotte.com	brigantinehomesandrealstate.com
wireless-orlando.com	capemayhomesandrealstate.com
wireless-dallas.com	seaisiehomesandrealstate.com
wireless-houston.com	avalonhomesandrealstate.com
ALPHAGRID.COM	oceancityhomesandrealstate.com
LOCATIONCHIP.COM	eggsharbertownshiphomesandrealstate.com
	hamilitontownshiphomesandrealstate.com
	gallowaytownshiphomesandrealstate.com
	cherryhillvoorheeshomesandrealstate.com
	princetonhomesandrealstate.com
	shorehomesandrealstate.com
	buckscountyhomesandrealstate.com
	berkscountyhomesandrealstate.com
	chestercountyhomesandrealstate.com
	montgomerycountyhomesandrealstate.com
	burlingtoncountyhomesandrealstate.com
	lanastercountyhomesandrealstate.com
	mainlinehomesandrealstate.com

EXHIBIT B
COPYRIGHTS

NONE

EXHIBIT C

LICENSES

NONE

EXHIBIT D

ISSUED PATENTS

“Global positioning-based real estate database access device and method”; U.S. Patent No. 6,385,541; Issued 5/7/2002; Inventors: Blumberg, Brad and Blumberg, Eric.

“Position-based information access device and method”; U.S. Patent No. 6,496,776; Issued 12/17/2002; Inventors: Blumberg, Brad and Blumberg, Eric.

“Position-based information access device and method of searching”; U.S. Patent No. 7,072,665; Issued 7/4/2006; Inventors: Blumberg, Brad and Blumberg, Eric.

PENDING PATENT APPLICATIONS

“System & Method For Providing Information Based on Geographic Position”; U.S. Patent Application No. 10/644,060; Filed August 20, 2003; Inventors: Blumberg, Brad and Blumberg, Eric; Status: Claims denied, re-submitted with adjusted claims, denied, appealed.

“System & Method of Creating An Adjustable Commission”; U.S. Patent Application No. 11/022,937; Filed: December 28, 2004; Inventors: Blumberg, Brad and Blumberg, Eric.

“Mobile Location Aware Search Engine And Method of Providing Content For Same”; U.S. Patent Application No. 11/249,733; Filed: October 14, 2005; Inventors: Blumberg, Brad and Blumberg, Eric.

“Position-Based Information Access Device and Method of Searching”; U.S. Patent Application No. 11/426,497; Filed: June 26, 2006; Inventors: Blumberg, Brad and Blumberg, Eric