

RECO

09-28-1998

Patent and Trademark Office

Tab settings



Original documents or copy thereof.

To the Honorable Commissioner of Patent

100839935

1. Name of conveying party(ies):  
Quest International Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 1, 1998

Name: Quest Membership Services, Inc  
1998 SEP 22 PM 1:08

Internal Address: Law Department

Street Address: 2700 W. Plano Pkwy.

City: Plano State: TX ZIP: 75075

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,674,463

Additional numbers attached?  Yes  No

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

Name: Quest Membership Services, Inc

Internal Address: Law Department

Street Address: 2700 W. Plano Pkwy.

City: Plano State: TX ZIP: 75075

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/24/1998 DC04TES 00000110 1674463

01-FC:481 40.00 DP

DO NOT USE THIS SPACE

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.

Donald Vincent

Name of Person Signing

*Donald Vincent*  
Signature

9/21/98  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK, dated as of June 1, 1998, from QUEST INTERNATIONAL CORPORATION, a Washington corporation ("Assignor"), to QUEST MEMBERSHIP SERVICES, INC., a Delaware corporation ("Assignee"), is given pursuant to the provisions of that certain Sale and Purchase Agreement (the "Sale and Purchase Agreement"), dated as of March 6, 1998, by and between Assignor and Assignee. Capitalized terms used and not otherwise defined herein shall have the same meanings given to such terms in the Sale and Purchase Agreement.

WHEREAS, pursuant to the Sale and Purchase Agreement, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor certain intellectual property rights used in connection or associated with the operations of Assignor's "Quest" membership services business, including, without limitation, the trademark and trademark registration owned by Assignor which is listed on Schedule A attached hereto and incorporated herein by reference (the "Trademark");

NOW THEREFORE, Assignor, for and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of the Assignor's right, title and interest in, to and under the Trademark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademark, whether arising prior or subsequent to the date of this Assignment or Trademark, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment of Trademark not been made.

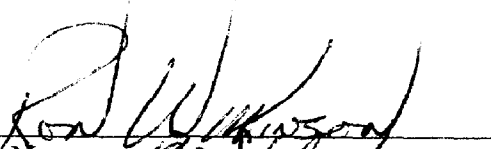
This Assignment of Trademark shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to the principles of conflicts of laws thereof.

The Assignor agrees, upon the request of the Assignee at any time after the Closing, to execute and deliver such documents as the Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment of Trademark.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to


execute this Assignment of Trademark as of the date and year first above written.

QUEST INTERNATIONAL CORPORATION,  
a Washington corporation

By:   
Printed Name: RON WILKINSON  
Title: CEO

ACCEPTED AND AGREED:

QUEST MEMBERSHIP SERVICES, INC.

By:   
Printed Name: MARK THORNTON  
Title: VICE PRESIDENT

SCHEDULE A

Mark

Registration No.

A CONCEPT APART

1, 674, 463

k:\advincen\word\data\contracts\questmsch

RECORDED: 09/22/1998

TRADEMARK  
REEL: 1791 FRAME: 0914