

03-31-1999

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TRADEMA



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: PL 100996797 documents or copy thereof.

3-15-99

1. Name of conveying party(ies):

Quantum Resources Corporation

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

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

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

Name: Quasource Corporation

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 35630

City: Richmond State: VA ZIP: 23235-0630

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

Additional name(s) & address(es) attached?  Yes  No  
A domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)

3. Nature of conveyance:

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

Execution Date: April 3, 1998

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

A. Trademark Application No(s).

B. Trademark Registration No(s). 1,491,443

Additional numbers attached?  Yes  No (See attached Schedule "A")

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

Name: James V. Callahan

Address: Banner & Witcoff, Ltd.  
~~BANNER & WITCOFF LTD.~~  
10 South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606

6. Total number of applications and registrations involved:

5

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 01-0850

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

03/30/1999 JSHABAZZ 00000134 1491443

FC: 401  
FC: 482

40.00 OP  
100.00 OP

DO NOT USE THIS SPACE

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.

James V. Callahan  
Name of Person Signing

*James V. Callahan*  
Signature

March 10, 1999  
Date

Total number of pages comprising cover sheet:

1

Do Not Detach This Portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

ASSIGNMENT  
(Intellectual Property)

ASSIGNOR: QUANTUM RESOURCES CORPORATION, a Virginia corporation.

ASSIGNEE: QUASOURCE CORPORATION, a Delaware corporation.

This Assignment (the "Assignment") is made by ASSIGNOR in favor of ASSIGNEE on the date set forth below.

For purposes of this Assignment, "ASSIGNED SUBJECT MATTER" shall mean all intellectual property in which ASSIGNOR has any right, title, or interest, including but not limited to all "Patents" (hereinafter defined), all "Marks" (hereinafter defined), all "Copyrights" (hereinafter defined), all "Confidential Information" (hereinafter defined), and all "Related Rights" (hereinafter defined).

I. "Patents" is defined to include all concepts, ideas, designs, inventions (whether patentable or not), techniques, all U.S. and foreign patent applications, and all U.S. and foreign patents.

II. "Marks" is defined to include all words, names, logos, symbols, trade names, source indicating indicia, trade dress, trademarks, marks, U. S. and foreign applications to register marks, and U.S. and foreign registrations, including but not limited to the items in Schedule A.

III. "Copyrights" is defined to include all copyrights, U.S. and foreign, and whether registered or not, including but not limited to the copyrights in ASSIGNOR's business documents and files, customer documents and files, product designs and packaging, advertising, promotional material and products (whether developed or in development).

IV. "Confidential Information" is defined to include, but is not limited to, confidential information, financial information, customer lists and information, manufacturing information, financial and technical trade secrets, techniques, processes, and know-how.

V. "Related Rights" means

A. All goodwill of the business symbolized by the Marks;

B. All reissues, reexaminations and extensions in the United States of each Patent, all priority rights and national stage application rights under all available international agreements, treaties (including the Patent Cooperation Treaty) and conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed on the subject matter of each Patent in any country and all

patents (including all continuations, divisions, extensions, renewals, substitutes and reissues thereof) granted on such subject matter in any country; and

- C: All rights and causes of action to enforce the rights associated with each item of ASSIGNED SUBJECT MATTER in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of ASSIGNED SUBJECT MATTER in all relevant jurisdictions.

NOW, THEREFORE, as part of the transfer of all business to which the ASSIGNED SUBJECT MATTER is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said ASSIGNED SUBJECT MATTER.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the entire interest herein and assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the ASSIGNED SUBJECT MATTER to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

Dated: April 3, 1998

**ASSIGNOR:**

QUANTUM RESOURCES CORPORATION,  
a Virginia corporation

By 

Name: James R. Baker

Title: Chairman & CEO

**ASSIGNEE:**

QUASOURCE CORPORATION,  
a Delaware corporation

By 

Name: Eugene D. Malloy

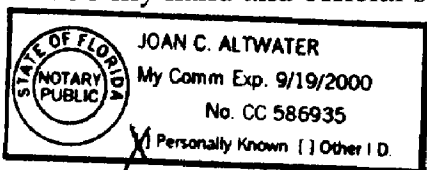
Title: President

State of Florida )  
County of Palm Beach )

On April 3, 1998 before me, personally appeared  
James R. Baker

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Joan C. Altwater  
Signature of Notary

(SEAL)

State of Illinois )  
County of Du Page )

On April 3, 1998 before me, personally appeared  
Eugene D. Malloy

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Yvonne Figueroa  
Signature of Notary

(SEAL)

SERVICE MARK ASSIGNMENT

April 3, 1998

SCHEDULE A

<b>Mark</b>	<b>Reg. No.</b>	<b>Country</b>
Quantum Power	1,491,443	USA
Quantum Resources	1,494,475	USA
Quantum Systems and Software Resources	1,798,122	USA
Quantum Careers	1,586,054	USA
Quantum Temporaries	1,551,240	USA