

12-18-2000

Client Code: VQUEST.007T



VER SHEET  
LY

11-28-00

101554129

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VisionQuest Worldwide, Inc.  
7674 W. Lake Mead Blvd., Suite 150  
Las Vegas, NV 89128

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of Nevada
- Other:

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

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

Steve Gould  
2124 Americas Cup Circle  
Las Vegas, NV 89117

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- 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) and address(es) attached?  
 Yes  No

NOV 28

3. Nature of conveyance:

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

Execution Date: June 23, 2000

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

**Name:** Stacey R. Halpern  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
**Customer No.** 20,995  
**Internal Address:** Sixteenth Floor  
**Street Address:** 620 Newport Center Drive  
**City:** Newport Beach **State:** CA **ZIP:** 92660  
**Attorney's Docket No.:** VQUEST.007T

6. Total number of applications and registrations involved: 1

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

- a. Trademark Application No(s):  
75/693,111
- b. Trademark Registration No(s):

Additional numbers attached?  Yes  No

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

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.

Stacey R. Halpern  
Name of Person Signing

*Stacey R. Halpern*  
Signature

Nov 21, 2000  
Date

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

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

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

(for 5/2000/INT/1111...)  
H:\DOCS\SRH\SRH-4786.DOC:s1  
112000

TRADEMARK  
REEL: 002196 FRAME: 0334

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 23rd day of June 2000, by and between VISIONQUEST WORLDWIDE, INC., a Nevada corporation, having a place of business at 7674 W. Lake Mead Boulevard, Suite 150, Las Vegas, Nevada 89128 (hereinafter referred to as "ASSIGNOR"), and Steve Gould, an individual (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to June 23, 2000, it was the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to sue for past infringement (hereinafter collectively referred to as the "Mark").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to June 23, 2000, it had adopted and used the Mark;

WHEREAS, ASSIGNOR represents and confirms that prior to June 23, 2000 it had acquired goodwill associated with and symbolized by said Mark and had not abandoned the same;

WHEREAS, ASSIGNOR was prior to June 23, 2000, the owner of the federal trademark application relating to the mark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Application");

WHEREAS, ASSIGNEE as of the effective date of this Assignment, is the President and Chief Executive Officer of ASSIGNOR;

WHEREAS, at all times between April 1999 and the effective date of this Assignment, as President and Chief Executive Officer of ASSIGNOR, ASSIGNEE was actively involved, on a day-to-day basis in the selection, adoption, plans to use, and use of the Mark, the technology and know-how associated with the Mark, as well as the business associated with the Mark;

WHEREAS, ASSIGNOR did assign to ASSIGNEE, as of the effective date of this Assignment, all rights, title, and interest as ASSIGNOR did possess in and to the Mark and Application worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

WHEREAS, ASSIGNEE was desirous of acquiring all rights, title, and interest in and to the Mark and Application and any registrations which issued therefrom; together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill; and

WHEREAS, ASSIGNOR wishes to confirm its assignment of said Application and Mark to ASSIGNEE, as of the effective date of this Assignment;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms its assignment and sale to ASSIGNEE of all rights, title, and interest as ASSIGNOR may possess in and to the following, nunc pro tunc June 23, 2000:

- (1) the Mark set forth in Schedule A; and
- (2) the Application set forth in Schedule B;

together with the goodwill symbolized by said Mark and Application, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

VISIONQUEST WORLDWIDE INC.

By:   
\_\_\_\_\_  
Steve Gould  
President and Chief Executive Officer

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

MARK  
VISIONWORKS

**SCHEDULE B**

Federal Trademark Application:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>
VISIONWORKS	75/693,111	April 28, 1999	42

H:\DOCS\SRH\SRH-4664.DOC:sf  
110900