

01-31-2001

RECC



SHEET

TRADEMARK

OMB No. 0651-0011 (exp. 4/94)

101600364

Docket: MICROTEL 001 USA

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Conveying Party

Name Microtel International, Inc. Execution Date: 010801
Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name QBEX Electronics Corporation
DBA/AKA/TA _____
Composed of _____
Address (line 1) 1601 NW. 84TH Avenue,
Address (line 2) Miami, Fl. 33126
Address (line 3) _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Florida

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

01 30/2001 DBYRME 00000208 2345934
01 FC:481 40.00 00

TRADEMARK
REEL: 002226 FRAME: 0592

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name N/A
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number: (954) 454-5414

Name Lee Anne LeBlanc, Esquire
Address (line 1) 1749 E. Hallandale Beach Blvd.
Address (line 2) Suite 344
Address (line 3) Hallandale, Florida
Address (line 4) 33009

Pages Enter the total number of pages of the attached conveyance document(s) including any attachments. #2

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH Numbers for the same property).

Trademark Applications Numbers(s)

Registration Number(s)

2,345,934

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Lists (37 CFR 3.41) \$ 40.00

Method of Payment: Enclosed Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #
authorization to charge additional fees: yes no

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. Charges to deposit account are authorized, as indicated herein.

Lee Anne LeBlanc, Esquire

Signature

1/18/01

Date Signed

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ASSIGNMENT OF TRADEMARK RIGHTS

Assignor : Microtel International Inc., a Florida corporation
Assignee : QBEX Electronics Corporation, a Florida corporation
Mark : QBEX
U.S. Registration No. : 2,345,934
Filing Date : July 24, 1997
Issue Date : April 25, 2000

RECITALS

WHEREAS, the above identified Assignor, Microtel International, Inc. (hereinafter "MICROTEL"), a Florida corporation, having an address of 1601 W. 84th Avenue, Miami, Fl. 33126 is the owner of United States Trademark Registration No. 2,345,934 for "QBEX" (sometimes hereinafter "Mark") in connection with computer hardware and computer peripherals, in class 9;

WHEREAS, the above identified Assignee, QBEX Electronics Corporation, (hereinafter "QBEX"), a Florida corporation, having an address of 1601 W. 84th Avenue, Miami, Fl. 33126, is desirous of acquiring said Mark;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ASSIGNMENT

On this 8th day of January, 2001,

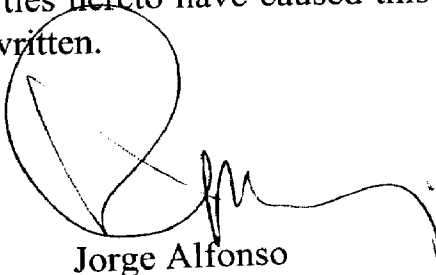
MICROTEL does hereby assign, sell, transfer and set over to QBEX the entire right, title and interest in and to the Mark "QBEX" and U.S. Registration No. 2,345,934 together with the goodwill which is connected to the computer hardware and computer peripherals with which such Mark is used and all convention and treaty rights of all kinds in all countries of the world with respect to the foregoing, all the aforementioned property and rights to be

held and enjoyed by QBEX for its own use, benefit and behalf and for the use, benefit and behalf of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by MICROTEL prior to this Assignment together with all claims for damages by reason of past infringement of said Mark and with the right to sue for and collect the same.

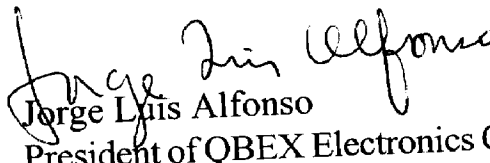
REPRESENTATION AND WARRANTIES

As an inducement to QBEX to purchase the "QBEX" mark, U.S. Registration No. 2,345,934, MICROTEL hereby represents and warrants to QBEX that, to the best of MICROTEL's knowledge, the Mark is subsisting and is not invalid or unenforceable, in whole or in part; and to the best of MICROTEL's knowledge, MICROTEL's use of the Mark is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither MICROTEL nor, to the best of MICROTEL'S knowledge, any prior owner of the Mark, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, nor has MICROTEL otherwise encumbered the Mark or any rights or interest therein. To the best of MICROTEL's knowledge, it is the sole owner of the Mark, which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the Mark. Moreover, MICROTEL warrants that it has the full right, power and authority to enter into this Agreement and assign, transfer and sell all of the right, title and interest in and to the Mark. MICROTEL further represents that there are no claims, judgements or settlements to be paid by MICROTEL or, to the best of MICROTEL's knowledge, any pending claims or litigation, by or against MICROTEL or any prior owner of the Mark, relating to the Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.



Jorge Alfonso
President of MICROTEL International, Inc.



Jorge Luis Alfonso
President of QBEX Electronics Corporation