

05-16-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Trendwest Resorts, Inc. 5-8-02 [checkboxes for Individual, Association, General Partnership, Corporation-State, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox] No

2. Name and address of receiving party(ies) Name: Trendwest Investments, Inc. Internal Address: Street Address: 3250 Lakeport Boulevard City: Klamath Falls State: OR Zip: 97601 [checkboxes for citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/224308 76/224808 B. Trademark Registration No.(s) Additional number(s) attached [checkbox] Yes [checkbox] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin P. Snodgrass, Esq. Internal Address: Cairncross & Hempelmann, P.S. Street Address: 524 Second Avenue, Suite 500 City: Seattle State: WA Zip: 98104-2323

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 65.00 [checkbox] Enclosed [checkbox] Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PUBLIC RECORDS 2002 MAY - 8 AM 8:39 FINANCE SECTION

9. Signature. DBYRNE 00000227 76224308 40.00 OP 25.00 OP J. Thomas Richardson, Esq. Name of Person Signing

Signature: [Handwritten Signature] Date: May 8, 2002

05/15/2002 01 FC:481 02 FC:482

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ORIGINAL

TRADEMARK REEL: 002506 FRAME: 0410

### TRADEMARK ASSIGNMENT

This Agreement is by and between Trendwest Resorts, Inc. ("Assignor") and Trendwest Investments, Inc. ("Assignee").

WHEREAS, Assignor, is the owner of the trademark MOUNTAINSTAR and all federal, state, common law rights and goodwill associated therewith ("the Trademark"). Assignor has filed two applications for registration of the Trademark that are pending before the United States Patent and Trademark Office with Serial Nos. 76/224308 and 76224808 for the following services:

Serial No. 76/224308:

Providing tour guide services, namely, booking, arranging and conducting tours and excursions for others; providing transportation services, namely, arranging for air transportation, airline reservation services, chartering of vans and buses; recreational services, namely, arranging canoe trips, Whitewater rafting, kayaking, water taxi rides, boating, guided tours in all terrain vehicles, bicycle tours and horseback riding in International Class 39;

Providing facilities for recreational activities in the nature of cross country skiing, snow shoeing, sledding, tubing, tennis, hiking, biking, horseback riding, canoeing, kayaking, rafting, fishing, swimming and golfing in International Class 41;

Hotel and resort services in International Class 42

Serial No. 76/224808:

Real estate property management services; real estate services, namely, listing, leasing, brokerage, and operation in connection with time-share residential units, condominium residential units, fee simple ownership residential units, and developed lots in International Class 36; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$1.00, payable on March 31, 2002.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee that with this assignment Assignor shall have conveyed to Assignee all of Assignor's right, title and interest in the Trademark to Assignee.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

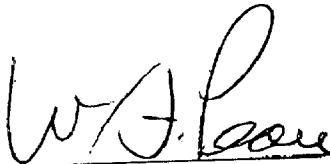
8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. Assignor agrees to assist the Assignee as necessary in processing state and federal trademark applications for the Trademark.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Washington.

Date: March 31, 2002

ASSIGNEE

TRENDWEST INVESTMENTS, INC.

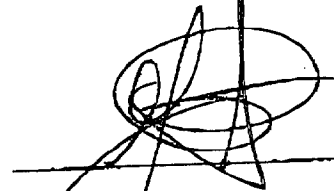


By: WILLIAM F. PERRE

Its: PRESIDENT / CEO

ASSIGNOR

TRENDWEST RESORTS, INC.



By: JEFFERY P. SITES

Its: EXECUTIVE VP / COO

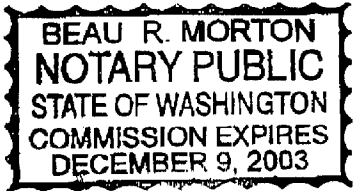
TRADEMARK

REEL: 002506 FRAME: 0412

State of Washington )  
 ) ss.  
County of King )

On this date before me, a Notary Public, personally appeared William F. Peave, 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.

Dated this 31 day of March, 2002.



Beau R. Morton  
(Signature of Notary)

BEAU R. MORTON  
(Legibly Print or Stamp Name of Notary)

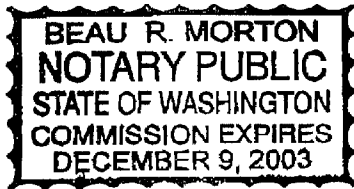
Notary public in and for the State of Washington,  
residing at KING COUNTY

My appointment expires 12/9/2003

State of Washington )  
 ) ss.  
County of King )

On this date before me, a Notary Public, personally appeared JEFFERY P. SITES, 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.

Dated this 31 day of March, 2002.



Beau R. Morton  
(Signature of Notary)

BEAU R. MORTON  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at KING COUNTY

My appointment expires 12/9/2003

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Serial No. 76/224808:

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Date: March 31, 2002

ASSIGNEE

TRENDWEST INVESTMENTS, INC.

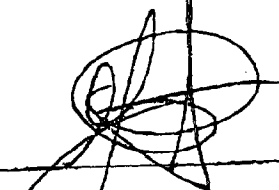


By: WILLIAM F. PERRE

Its: PRESIDENT / CEO

ASSIGNOR

TRENDWEST RESORTS, INC.



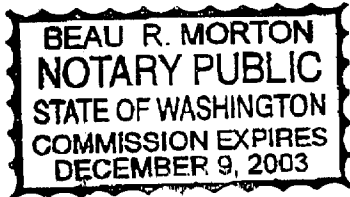
By: JEFFERY P. SITES

Its: EXECUTIVE VP / COO

State of Washington )  
 ) ss.  
County of King )

On this date before me, a Notary Public, personally appeared William F. Peare, 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.

Dated this 31 day of March, 2002.



Beau R. Morton  
(Signature of Notary)

BEAU R. MORTON  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at KING COUNTY

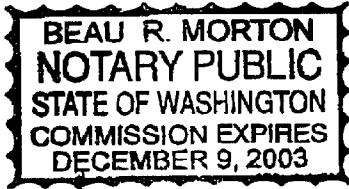
My appointment expires 12/9/2003



State of Washington )  
 ) ss.  
County of King )

On this date before me, a Notary Public, personally appeared JEFFERY P. SIZES, 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.

Dated this 31 day of March, 2002.



Beau R. Morton  
(Signature of Notary)

BEAU R. MORTON  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
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My appointment expires 12/9/2003