

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

1. Name of conveying party:

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:

2. Name and address of receiving party:

Steve Gould  
2140 Americas Cup Circle  
Las Vegas, NV 89117

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

Additional name(s) of conveying party(ics) attached? No

If assignee is not domiciled in the United States, a domestic representative designation is attached: No

(Designations must be a separate document from Assignment)  
Additional name(s) and address(es) attached? No

3. Nature of conveyance:

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

Execution Date: July 1, 1999

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

- a. Trademark Application No(s): 75/980,306
- b. Trademark Registration No(s): n/a

Additional numbers attached? ( ) Yes (X) No

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: Fourteenth Floor  
Street Address: 2040 Main Street  
City: Irvine State: CA ZIP: 92614  
Attorney' Docket No.: STGOULD.001TD1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

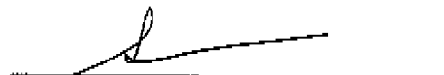
Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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

  
Signature

11/25/02  
Date

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

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

U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

**NUNC PRO NUNC TRADEMARK ASSIGNMENT**

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 1st day of July 1999, 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 July 1, 1999, 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 July 1, 1999, it had adopted and used the Mark;

WHEREAS, ASSIGNOR represents and confirms that prior to July 1, 1999 it had acquired goodwill associated with and symbolized by said Mark and had not abandoned the same;

WHEREAS, ASSIGNOR was prior to July 1, 1999, 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 November 1998 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 July 1, 1999:

- (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  
VISIONQUEST

**SCHEDULE B**

Federal Trademark Application:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>
VISIONQUEST	75/980,306	November 17, 1998	5

H:\DOCS\SRH\SRH-3674.DOC:sl  
102000