

12-31-2002



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102324713 TRADEMARK

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

Tab settings

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

1. Name of conveying party(ies): 12-26-02 Springs Licensing Group, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State (South Carolina) [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Avendra, LLC Internal Address: Street Address: 702 King Farm Blvd., Suite 600 City: Rockville State: MD Zip: 20850 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware limited liability [] 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) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: December 9, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,140,922

Additional number(s) attached [] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Martha Gayle Barber Internal Address:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account

Street Address: Alston & Bird LLP 101 South Tryon Street, Suite 4000 City: Charlotte State: NC Zip: 282804000

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Martha Gayle Barber Name of Person Signing

Signature

December 18, 2002 Date

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

12/30/2002 LMUELLER 00000095 2140922 01 FC#0521 40.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002640 FRAME: 0707

TRADEMARK ASSIGNMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

THIS ASSIGNMENT is made as of the 9th day of December, 2002, between Springs Licensing Group, Inc., a South Carolina corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 205 N. White St., Fort Mill, SC 29715 (hereinafter referred to as "ASSIGNOR"), and Avendra, LLC, a Delaware limited liability corporation and having a principal place of business at 702 King Farm Blvd., Suite 600, Rockville, MD 20850 (hereinafter referred to as the "ASSIGNEE").

WHEREAS, Assignor owns the trademark "PREFERRED COMFORT" in the United States, and owns the Registration No. 2,140,922 therefor (the "Trademark"); and

WHEREAS, Assignee desires to acquire the Trademark;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer, sell and set over unto said ASSIGNEE, its entire right, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that the registration related to the Trademark is in full force and effect, that ASSIGNOR has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and that ASSIGNOR will execute or procure the execution of

any and all future assignments or other instruments which may be reasonably necessary to perfect and evidence ASSIGNEE'S ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 9th day of December, 2002.

SPRINGS LICENSING GROUP, INC.
(ASSIGNOR)

By: _____

Title: V.P. & SECRETARY

Subscribed and sworn to before me, a Notary Public, of the State of South Carolina,
County of York, this the 9th day of December, 2002.

Deale B. Lucas (SEAL)

Notary Public for S.C.

My Commission Expires: 9-7-09