

11-21-2003



102606254

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

1. Name of conveying party(ies): 11-18-03
Remerica Real Estate Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Michigan

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/24/03

2. Name and address of receiving party(ies)
Name: HQ Holdings, LLC
Internal Address: _____
Address: _____
Street Address: 39555 Orchard Hill Place, #155
City: Novi State: MI Zip: 48375
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Michigan limited liability company

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 No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/029589

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Angela Alvarez Sujek
Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved: 1

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

8. Deposit account number:
ADDITIONAL FEES ONLY: 02-2880

DO NOT USE THIS SPACE

9. Signature.
Angela Alvarez Sujek
Name of Person Signing
Angela Alvarez Sujek 11/18/03
Signature Date
Total number of pages including cover sheet, attachments, and document: 2

11/21/2003 LNUELLER 00000024 76029589

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

01 FC:8521

40.00 OP

TRADEMARK
REEL: 002867 FRAME: 0685

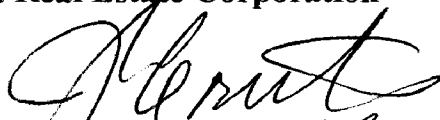
TRADEMARK ASSIGNMENT AGREEMENT

- Parties; Effective Date.** This Trademark Assignment Agreement ("Agreement") is entered into between Remerica Real Estate Corporation, a Michigan corporation ("Assignor") and HQ Holdings, LLC, a Michigan limited liability company ("Assignee"). This Agreement is effective as of April 24, 2003.
- Purpose of Agreement.** Assignor is the owner of the trademark "HOME QUARTERS REAL ESTATE," U.S. Application Serial Number 76/029589 (the "Mark"), and seeks to assign to Assignee, and Assignee seeks to acquire, the Mark pursuant to this Agreement.
- Assignment of Marks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys all right, title and interest in and to the Mark, including, without limitation: (a) all goodwill associated with the Mark, and all goodwill associated with the goods and/or services to which the Mark pertains; (b) all registrations, and applications for registrations, for the Mark, and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Mark; (d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Mark; and (e) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by the Mark.
- Representations and Warranties.** Assignor represents and warrants that it owns all right, title and interest in the Mark; that it has not assigned or exclusively licensed the Mark to any third party; and that, to the best of Assignor's knowledge, the Mark does not infringe the rights of any third party.
- Cooperation.** Assignor agrees to provide, at Assignee's cost, whatever assistance is reasonably required by Assignee to perfect, secure, enforce or otherwise maintain its interest in the Mark.
- Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns.

AGREED AND ACCEPTED:

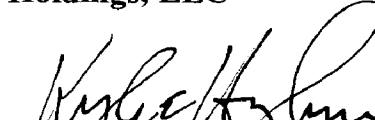
Remerica Real Estate Corporation

By: _____
Name: _____
Its: _____


JAMES A. COURTNEY
PRESIDENT

HQ Holdings, LLC

By: _____
Name: _____
Its: _____


Kyle E. Hoyleman
President

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