

02-09-2004

TRADEMARK



COVER SHEET

TO: The Commissioner of Patents and Trademarks

102664573

and original document(s) or copy(ies).

Submission Type

- New 2-4-04
- 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  
Effective Date  
Month Day Year  
December 16, 2003
- Merger
- Change of Name
- Other \_\_\_\_\_

FEB 11 2004

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
December 16, 2003

Name Spring Licensing Group, Inc.

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization South Carolina

Receiving Party

Mark if additional names of receiving parties attached

Name Avendra, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 702 King Farm Blvd.

Address (line 2) Suite 600

Address (line 3) Rockville

City

Maryland

State/Country

20850

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other Limited Liability Corporation

Citizenship/State of Incorporation/Organization Delaware

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

02/06/2004 ECDDPER 00000121 191565 2782736

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number

202-663-8000

Name Caroline C. Smith

Address (line 1) 2300 N Street, NW

Address (line 2) Washington, D.C. 20037-1128

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Pages** Enter the total number of pages of the attached conveyance document 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 Application Number(s)

Registration Number(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2,782,736  
\_\_\_\_\_  
\_\_\_\_\_

**Number of Properties** Enter the total number of properties involved. # 1

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 40

Method of Payment: Enclosed  Deposit Account

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

Deposit Account Number: # 19-1565

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.*

Caroline C. Smith  
Name of Person Signing

Caroline C. Smith  
Signature

February 4, 2004  
Date Signed

**TRADEMARK ASSIGNMENT**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

THIS ASSIGNMENT is made as of the 16th day of December, 2003, between Springs Licensing Group, Inc., a South Carolina corporation 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. 2,782,736 therefor (the "Trademark"); and

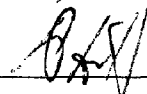
WHEREAS, Assignee desires to acquire the Trademark;

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.

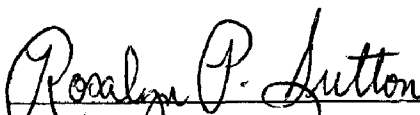
ASSIGNOR hereby warrants and covenants that the registration related to the Trademark is in full force and effect, that ASSIGNOR has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that ASSIGNOR has not executed and will not execute 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 16th day of December, 2003.

SPRINGS LICENSING GROUP, INC.  
(ASSIGNOR)

By:   
Title: Vice President

Subscribed and sworn to before me, a Notary Public, of the State of South Carolina,  
County of York, this the 16th day of December, 2003.

 (SEAL)  
Notary Public for South Carolina

My Commission Expires: 9/4/06