

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality America, Inc.		04/24/1996	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Quality America, Inc.		
Street Address:	10 Timbersong Road		
City:	Weaverville		
State/Country:	NORTH CAROLINA		
Postal Code:	28787-9101		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1887116	QUALITY AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(804)644-0957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(804) 771-9500		
Email:	bfarmer@hf-law.com		
Correspondent Name:	S. Brian Farmer, Esquire		
Address Line 1:	P.O. Box 500		
Address Line 4:	Richmond, VIRGINIA 23218-0500		
NAME OF SUBMITTER:	S. Brian Farmer		
Signature:	/sbf27564/		
Date:	03/30/2005		

Total Attachments: 4
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**ASSIGNMENT OF TRADEMARK
AND SERVICE MARK**

THIS ASSIGNMENT OF TRADEMARK AND SERVICE MARK (the "Agreement") is made as of April 24, 1996, by and between Quality America, Inc., a Virginia corporation ("Assignor"), located at 2210 Floyd Avenue, Richmond, Virginia 23230-4406, and Quality America, Inc., a North Carolina corporation ("Assignee"), located at 10 Timbersong Road, Weaverville, North Carolina 28787-9101 (collectively, the "Parties"), hereby provides:

RECITALS:

A. Assignor has obtained a trademark and service mark registration within the United States of America for the trademark and service mark depicted and described on Exhibit A (the "Mark"), attached hereto and made a part hereof;

B. Assignor desires to assign to Assignee all of the rights, title and interest that Assignor has in and to the Mark, statutory and at common law, together with the goodwill of the business in connection with which the Mark has been used and is used, represented by such Mark, along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Mark;

C. Assignee desires to acquire all rights, title and interest that Assignor has in and to the Mark, statutory and at common law, together with the goodwill of the business in connection with which the Mark has been used and is used, represented by such Mark, along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Mark;

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Mark from Assignor to Assignee.** Assignor transfers, assigns and quitclaims to Assignee all rights, title and interest Assignor has in and to the Mark, statutory and at common law, together with the goodwill of the business connected with the use of, and which is represented by such Mark, along with the right to recover for damages and profits for any past, present and future infringements of the Mark.

2. **Cooperation.** Assignor hereby authorizes and requests, as appropriate, the United States Patent and Trademark Office Commissioner of Trademarks and any state trademark authority to record Assignee as the assignee and owner of the Mark and any federal, state or foreign application or registration therefor. Assignor hereby agrees, without requiring further remuneration, to provide promptly to Assignee, its successors in interest, assigns or other legal

representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration, any application for renewal of a registration, or any other business before the United States Patent and Trademark Office Commissioner of Trademarks or any state or foreign trademark authority covering the Mark; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark transferred herein and this Agreement; (3) in obtaining any additional trademark protection that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (4) to otherwise secure and preserve Assignee's rights in the Mark; and (5) in the recordation, implementation or perfection of this Agreement.

3. **Binding Effect.** This Agreement shall be binding upon the Parties, successors in interest and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Agreement to be both permanent and irrevocable.

4. **Applicable Law.** This Agreement shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

5. **Recordation.** Assignee shall have the right to record freely this Agreement, as it deems appropriate, to give notice of its assigned rights contained in this Agreement including, without limitation, recording this Agreement with the United States Patent and Trademark Office.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

7. **General.** This Agreement is the final and complete understanding of the Parties concerning the subject matter hereof, and supersedes all prior discussions, negotiations and agreements concerning such subject matter. This Agreement may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Agreement has been executed and made effective as of the date first written above.

ASSIGNOR:

Quality America, Inc.
a Virginia corporation

By: Sheila G. Dunn
SHEILA Sheila G. Dunn *sd*
President and Chief Executive Officer

ASSIGNEE:

Quality America, Inc.
a North Carolina corporation

By: Sheila G. Dunn
SHEILA Sheila G. Dunn *sd*
President and Chief Executive Officer

EXHIBIT A

United States trademark and service mark registration

**TRADEMARK AND
SERVICE MARK**

**REGISTRATION
NUMBER**

**REGISTRATION
DATE**

QUALITY AMERICA

1,887,116

April 4, 1995

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