

**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
Alcatel-Lucent USA, Inc.		12/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	QLT Consumer Lease Services, Inc.
Street Address:	c/o Norris, McLaughlin & Marcus, P.A.
Internal Address:	721 Route 202-206 North
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77209207	SAVE MONEY, NOT POINTS
Serial Number:	77075295	POWER OF THE MOMENT
Serial Number:	77075277	MORE CONCEPT
Registration Number:	2606228	LEASE REWARDS
Serial Number:	77616370	COUNTRY JUNCTION
Serial Number:	77616374	ELITE
Serial Number:	77616381	NOTEWORTHY
Serial Number:	77616383	TOUCH-A-MATIC

**CORRESPONDENCE DATA**

Fax Number: (212)808-0844  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-808-0700  
 Email: jhamburg@nmmlaw.com  
 Correspondent Name: Jeanne Hamburg

CH \$215.00 77209207

Address Line 1: Norris, McLaughlin & Marcus, P.A.  
Address Line 2: 875 Third Avenue, 18th floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	107247-7
NAME OF SUBMITTER:	Jeanne Hamburg
Signature:	/jeanne hamburg/
Date:	01/06/2009

Total Attachments: 3  
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between Alcatel-Lucent USA Inc. (formerly Lucent Technologies Inc.), a Delaware corporation ("Seller"), having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974-0636, and QLT Consumer Lease Services, Inc., a New Jersey corporation ("Purchaser"), having a registered office c/o Norris, McLaughlin & Marcus, P.A., 721 Route 202-206, Bridgewater, New Jersey 08807. Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

This Agreement is provided pursuant to the Asset Purchase Agreement, dated as of April 30, 2008 (the "Agreement") entered into by and between Seller and Purchaser pursuant to which Seller agreed to selling and Purchaser agreed to acquire certain assets. Capitalized terms used herein and defined in the Agreement shall have the meanings specified therein.

Subject to the terms and conditions of the Agreement and in consideration of the mutual promises and other good and valuable consideration recited herein and therein, effective as of the Effective Time (as defined in the Agreement), Seller does hereby transfer, convey and assign unto Purchaser, and Purchaser hereby acquires from Seller, all of Seller's rights, title and interest in and to the trademarks listed on Annex A attached hereto (the "Assigned Marks"), together with the goodwill of the business appertaining thereto, including the right to sue and recover for past infringement.


SELLER DOES NOT GIVE TO PURCHASER ANY OTHER WARRANTY THAN THE MATERIAL EXISTENCE AT THE EFFECTIVE TIME OF THE REGISTRATION AND APPLICATIONS FOR REGISTRATION RELATING TO THE ASSIGNED MARKS LISTED IN ANNEX A.

Recording this Trademark Assignment Agreement at the US Patent and Trademark Office shall be in Purchaser's hands and at its own expenses.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Trademark Assignment Agreement as of December 31, 2008.

ALCATEL-LUCENT USA INC.

By: \_\_\_\_\_

  
Robert L. Slater, Managing Director

QLT CONSUMER LEASE SERVICES, INC.

By: \_\_\_\_\_

Kathy S. Matlesky, President and CEO

Execution Version

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ALCATEL-LUCENT USA INC.

By: \_\_\_\_\_  
Robert L. Slater, Managing Director

QLT CONSUMER LEASE SERVICES, INC.

By: Kathy S. Matlesky  
Kathy S. Matlesky, President and CEO

TRADEMARK

REEL: 003913 FRAME: 0997

## ASSIGNED MARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>REG/APP. NUMBER</u>
USA	LEASE REWARDS	reg. number 2606228
USA	MORE CONCEPT	app. number 77/075277
USA	POWER OF THE MOMENT	app. number 77/075295
USA	SAVE MONEY, NOT POINTS	app. number 77/209207
USA	SIGNATURE	reg. number 3489361
USA	COUNTRY JUNCTION	app. number 77/616,370
USA	ELITE	app. Number 77/616,374
USA	NOTEWORTHY	app. Number 77/616,381
USA	TOUCH-A-MATIC	app. Number 77/616,383
USA	SIGNATURE TRIMLINE	Common law
USA	SIGNATURE PRINCESS	Common law
USA	SIGNATURE TRADITIONAL	Common law