

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: 1			
Property Type	Number	Word Mark	
Registration Number:	3489361	SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:	(212)808-0844		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-808-0700		
Email:	jhamburg@nmmlaw.com		
Correspondent Name:	Jeanne Hamburg		
Address Line 1:	Norris, McLaughlin & Marcus, P.A.		
Address Line 2:	18th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Jeanne Hamburg		
Signature:	/jeanne hamburg/		
Date:	01/07/2009		

CH \$40.00 3489361

Total Attachments: 3
source=00129980#page1.tif
source=00129980#page2.tif
source=00129980#page3.tif

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

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
Kathy S. Matlesky, President and CEO

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