

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
Private Quarters, Inc.		07/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MVP Direct, Inc.		
Street Address:	1031 LeGrand Blvd.		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3032930	PRIVATE QUARTERS	
CORRESPONDENCE DATA			
Fax Number:	8586359686		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-635-2142		
Email:	jpbroder@san.rr.com		
Correspondent Name:	James P. Broder		
Address Line 1:	9915 Mira Mesa Blvd.		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92131		
ATTORNEY DOCKET NUMBER:	30066.1903		
NAME OF SUBMITTER:	James P. Broder		
Signature:	/James P. Broder/		

OP \$40.00 3032930

Date:

07/12/2012

Total Attachments: 5

source=ExecutedAssignment#page1.tif

source=ExecutedAssignment#page2.tif

source=ExecutedAssignment#page3.tif

source=ExecutedAssignment#page4.tif

source=ExecutedAssignment#page5.tif

ASSIGNMENT OF DOMAINS AND MARKS

This Assignment of Domains and Marks (this "Assignment") is made and entered into as of July 10, 2012 ("Effective Date"), by and between MVP Direct, Inc., a Delaware corporation ("Assignee"), and Private Quarters, Inc., a Delaware corporation ("Assignor").

WHEREAS, the Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of July 10, 2012 (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire all of Assignor's right, title and interest in and to all of the trademarks, service marks, domain names and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, domain names and trade names listed in Exhibit A hereto (all such trademarks, service marks, domain names and trade names referred to collectively as the "Assigned Marks and Domains"). All capitalized terms used without definition herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Marks and Domains, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Marks and Domains, and all registrations that have been or may be granted for any of the Assigned Marks and Domains, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Marks and Domains and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Marks and Domains and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Marks and Domains.

With respect to all of the trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

Assignor hereby represents and warrants that, other than security interest(s) previously granted which will be released with respect to the Assigned Marks and Domains on the Effective Date, it has not previously assigned, transferred, pledged, liened or otherwise encumbered any of the Assigned Marks and Domains or taken any other action which would conflict with this Assignment.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably requested by Assignee to effect the terms of this Assignment and its recordation in relevant state and national trademark offices, including, but not limited to, completing the formal

transfer of any and all domain names to Assignee. Assignor also hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor's name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which the Assigned Marks and Domains are issued, or in which Assignee desires to seek protection for the Assigned Marks and Domains.

3. Miscellaneous. Article 7 of the Purchase Agreement (excluding Section 7.9) is hereby incorporated into this Assignment by this reference as if the provisions of such Article 7 were expressly set forth herein at length; provided, however, for purposes of this Assignment, the term "Agreement" as used in Article 7 of the Purchase Agreement shall be deemed to refer to this Assignment, the term "Parties" as used in Article 7 of the Purchase Agreement shall be deemed to refer to Assignee and Assignor, and the term "Purchaser" as used in Article 7 of the Purchase Agreement shall be deemed to refer to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Domains and Marks effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Private Quarters, Inc.,
a Delaware corporation

MVP Direct, Inc.,
a Delaware corporation



Name: Alan Luce
Title: Executive Chairman

Name: Jud Woody
Title: Secretary

transfer of any and all domain names to Assignee. Assignor also hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor's name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which the Assigned Marks and Domains are issued, or in which Assignee desires to seek protection for the Assigned Marks and Domains.

3. Miscellaneous. Article 7 of the Purchase Agreement (excluding Section 7.9) is hereby incorporated into this Assignment by this reference as if the provisions of such Article 7 were expressly set forth herein at length; provided, however, for purposes of this Assignment, the term "Agreement" as used in Article 7 of the Purchase Agreement shall be deemed to refer to this Assignment, the term "Parties" as used in Article 7 of the Purchase Agreement shall be deemed to refer to Assignee and Assignor, and the term "Purchaser" as used in Article 7 of the Purchase Agreement shall be deemed to refer to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Domains and Marks effective as of the Effective Date.

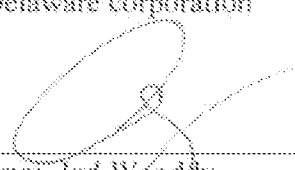
ASSIGNOR:

ASSIGNEE:

Private Quarters, Inc.,
a Delaware corporation

MVP Direct, Inc.,
a Delaware corporation

Name: Alan Luce
Title: Executive Chairman



Name: Jud Wooddy
Title: Secretary

EXHIBIT A

TRADEMARKS:

“Private Quarters” – Registration Number 3,032,930

DOMAIN NAMES:

partyplanmail.com
partyplanmail.net
pq-mailer.net
pqmail.net
pqmailservice.com
privatequarters.net
pqcorp.biz
pqcorp.us
privatequarters.us
pqcorp.info
privatequarters.biz
privatequarters.info
myprivatequarters.com
mypq.biz
pqcorp.net

