OP \$65.00 3733129

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM323931

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMP INVESTMENTS PTY LTD			PROPRIETARY LIMITED COMPANY: AUSTRALIA

RECEIVING PARTY DATA

Name:	QSA BRAND PTY LTD		
Street Address:	evel 21, 390 St. Kilda Road		
City:	elbourne, Victoria		
State/Country:	USTRALIA		
Postal Code:	3004		
Entity Type:	PROPRIETARY LIMITED COMPANY: AUSTRALIA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3733129	QUEST
Registration Number:	3653127	

CORRESPONDENCE DATA

Fax Number: 2026288844

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-624-2500

Email: rswann@crowell.com
Correspondent Name: Crowell & Moring LLP

Address Line 1: PO Box 14300

Address Line 2:Intellectual Property GroupAddress Line 4:Washington, D.C. 20044-4300

ATTORNEY DOCKET NUMBER:	103823.13971US
NAME OF SUBMITTER:	William J. Sauers
SIGNATURE:	/William J. Sauers/
DATE SIGNED:	11/21/2014

Total Attachments: 5

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> TRADEMARK REEL: 005405 FRAME: 0635

ASSIGNMENT

THIS ASSIGNMENT made the

13

day of November 2014

BETWEEN

CMP INVESTMENTS PTY LTD

Level 21, 390 St Kilda Road

Melbourne, Victoria, 3004, Australia

("the Assignor")

AND

OSA BRAND PTY LTD

Level 21, 390 St Kilda Road

Melbourne, Victoria, 3004, Australia

("the Assignee")

RECITALS

The Assignor is the registered owner of the United States of America Trade Mark(s), particulars of which are set out in the Schedule ("the Trade Mark registrations")

The Assignor has agreed with the Assignee to assign and transfer to the Assignee the Trade Mark registrations on the terms and conditions set out in this document.

In consideration for the mutual promises, covenants, and agreements made below, the parties, intending to be legally bound, agree as follows:

THE ASSIGNOR AND ASSIGNEE AGREE

1. ASSIGNMENT

- 1.1 The Assignor assigns and transfers to the Assignee all right, title and interest in the Trade Mark registrations listed in the Schedule, together with the goodwill of the business in the United States of America concerned in the goods or services, to hold the same absolutely, and Assignee consents to the assignment and transfer.
- 1.2 The Assignor assigns and transfers to the Assignee any and all of the Assignor's rights and remedies against others in relation to any and all past, present and future infringement of any and all of the rights in the Trade Mark registrations.

2. CONSIDERATION

In return for the assignment the Assignee has paid to the Assignor good and valuable consideration, the receipt of which the Assignor hereby acknowledges.

3. UNDERTAKINGS

- 3.1 The Assignor and Assignee mutually covenant and agree to do and execute all such documents, papers, forms and authorisations and take all other actions which may be necessary or desirable to give full effect the provisions of this Assignment, and in event of default, the Assignor appoints the Assignee as its attorney for that purpose.
- 3.2 The Assignee is responsible for applying to have the assignment recorded on the Register of Trade Marks, which application must be made within a reasonable time following execution of this Assignment.

4. GENERAL PROVISIONS

- 4.1 This Assignment shall be governed by and construed in accordance with the laws of Victoria, Australia and any claim made by one party against the other in any way arising out of this Assignment will be heard in Victoria, Australia and the parties submit to the jurisdiction of those Courts.
- 4.2 The terms of this Assignment constitute the entire terms of the Assignment and all understandings, prior representations, arrangements or commitments that are not contained in this Assignment have no effect whatsoever and do not bind the Assignor or Assignee.
- 4.3 If any provision of this Assignment is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from the Assignment and the remaining provisions will remain in full force and effect.

SCHEDULE – United States of America

Number	Classes	Mark	Goods/Services		
3733129	16, 35 & 43	QUEST	Class: 16 Protective covers for photograph albums; Bormats; paper cutlery bags; paper cover bags for glasses for paper disposable bags, namely, bags for sanitary napking paper pads; office stationery, namely, letterhead paper, etc. Class 35 Management and operation of business for other cafes, restaurants, snack bars and catering business management organisation; hotel and motel management motel management organisation Class: 43 Hotel and motel services, accommodation services accommodation, making hotel and motel reservations for cafes, restaurants, snack bar and catering services; supplied and motels; rental of rooms.	or drinking and win- ins; toilet paper; pa nvelopes, desk pad lers, namely, hotels es, for use by me ent for others, name rices, namely, provio others, booking of o	e, paper toast bags aper towels; blotting s and writing pads and writing pads and writing pads are moters of a mote ally, members of a ding temporary cabins; cafeterias,

Number	Classes	Mark	Goods/Services
3653127	16, 35 & 43		Class: 16 Brochures, pamphlets, magazines, booklets, and printed publications, namely newsletters and information sheets, all relating to hotel and motel services, local attractions local activities, local facilities, maps, the provision of accommodation services, the provision of odd and drink; printed visuals in the nature of information graphics and promotional materials books about hotels, motels, accommodation services, attractions, activities, facilities, food and drink; motel and hotel compendiums, namely, publications providing summaries and descriptions of hotels, motels and accommodations; books and manuals relating to training services for the operation of hotels and motels and training hotel and motel staff; account books; receipt books; commercial books, namely, accommodation register books; album covers including covers for CDs and DVDs and book covers; paper napkins; paper tray mats; paper cuttery bags; paper cover bags for glasses for drinking and wine, paper toast bags, paper disposable bags, namely, bags for sanitary napkins; tollet paper, paper towels; blotting paper pads; office stationery, namely, letterhead paper, envelopes, desk pads, writing pads and pens Class 35 Management and operation of business for others, namely, hotels, motels, cafeterias cafes, restaurants, snack bars and catering businesses, for use by members of a motel management organization, hotel and motel management for others, namely, providing temporary accommodation; making hotel and motel reservations for others; booking of cabins; cafeterias, cafes, restaurants, snack bar and catering services; supplying of meals to customers of hotels and motels; rental of rooms

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the day and year first above written

EXECUTED for and on behalf of and with the authority of

CMP INVESTMENTS PTY LTD

Print Name of Company

Paul Constantinou Print Name of Signatory

Director

Position in Company

in the presence of

JEFFREY STANLEY LEIGH Level 21, 390 St Kilda Road, Melbourne VIC 3004. A nateral person who is an Australian Legal Practitioner within the meaning prescribed by the Legal Profession Act (Vic) 2004.

Signature

Signature of Witness

- AND -

EXECUTED for and on behalf of and with the authority of

CMP INVESTMENTS PTY LTD

Print Name of Company

Rohan Davis

Print Name of Signatory

Director

Position in Company

in the presence of

JEFFREY STANLEY LEIGH

Level 21, 390 St Kilda Road, Melbourne VIC 3004.
A natural person who is an Australian Legal
Practitioner Mithir Macroparings prescribed by the
Legal Profession Act (Vic) 2004.

Signature of Witness

. Signature

EXECUTED for and on behalf of and with the authority of

QSA BRAND PTY LTD

Print Name of Company

Paul Constantinou

Print Name of Signatory

Director

Position in Company

in the presence of

JEFFREY STANLEY LEIGH

Level 21, 390 St Kilda Road, Melbourne VIC 3004 A matural merson who is an Australian Legal Practitioner within the meaning prescribed by the Legal Profession Act (Vic) 2004.

Signature of Witness

Nov 2014

TRADEMARK REEL: 005405 FRAME: 0639

- AND -

EXECUTED for and on behalf of and with the authority of

QSA BRAND PTY LTD

Print Name of Company

Rohan Davis

Print Name of Signatory

Director

Position in Company

in the presence of

JEFFREY STANLEY LEIGH

Level 21, 390 St Kilda Road, Melbourne VIC 3004.

A natural person who is an Australian Legal Practitioner within the meaning prescribed by the Legal Profession Act (Vic) 2004.

Signature

Signature of Witness