

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

### 1. Name of conveying party(ies):

Catherine L. Steege, Trustee of the  
Chapter 11 Bankruptcy Estates of  
QT, Inc., Q-Ray Company and Que T. Park

Additional name(s) of conveying party(ies) attached?  Yes  No

### 2. Name and address of receiving party(ies):

Name: Trademark Licensing Corporation

Internal Address: \_\_\_\_\_

Street Address: 5500 Palos Verdes Drive So.

City: Rancho Palos Verdes State: CA ZIP: 90275

Additional name(s) & address(es) attached?  Yes  No

### 3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: December 21, 2007

### 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

#### A. Patent Application No.(s)

#### B. Patent No.(s)

D447436	D516110
D460374	D536023
D520396	D535210
D529408	7044596

Additional numbers attached?  Yes  No

### 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kathryn Jennison Shultz

Internal Address: Jennison & Shultz, P.C.

Street Address: 2001 Jefferson Davis Highway  
Suite 1102

City: Arlington State: VA ZIP: 22202

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41):..... \$ 320.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 503210

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

### 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathryn Jennison Shultz  
Name of Person Signing

  
Signature

March 12, 2008  
Date

Total number of pages of this cover sheet:

GH \$320.00 503210 D447436

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "*Assignment*") from Catherine L. Steege, not in her individual capacity, but solely as Trustee of the Chapter 11 Bankruptcy Estates of QT, Inc., Q-Ray Company and Que T. Park ("*Assignor*"), to Trademark Licensing Corporation, a Delaware corporation ("*Assignee*"), is dated as of December 21, 2007 (the "*Effective Date*"). QT, Inc., Q-Ray Company and Que T. Park are collectively referred to herein as the "*Debtors*."

### RECITALS

A Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 18, 2007 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to transfer and assign to Assignee all of the Debtors' worldwide right, title and interest in and to the Debtors' registered and unregistered domestic and foreign patents, patent applications, trademarks, service marks, trademark applications, trade names, copyrights, copyright applications and internet domain names (all of the foregoing being referred to herein as the "*IP Rights*"). The IP Rights shall include, without limitation, the Debtors' intellectual property rights listed on Schedule A attached hereto and incorporated herein by reference, in all their tangible and intangible manifestations, including, without limitation, all concepts, methods, techniques, know-how, processes, adaptations, derivative works, ideas, and expressions of ideas relating thereto and all design, development, and manufacturing processes, methods, techniques, and know-how, data, drawings, trade secrets, and other proprietary rights related thereto, regardless of when created, conceived, or first reduced to practice. For the avoidance of doubt, the IP Rights do not include any of the Excluded Assets (as defined in the Asset Purchase Agreement).

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, subject to the terms and conditions of this Assignment and the Asset Purchase Agreement, and the Bankruptcy Court Order dated December 18, 2007, approving the Asset Purchase Agreement, the Debtors' right, title and interest in and to the IP Rights.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and of the terms and conditions hereinafter set forth and of other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**Section 1. Defined Terms.** Unless otherwise indicated, capitalized terms used in this Assignment that are defined in the Asset Purchase Agreement will have the same meanings herein as are ascribed to such terms in the Asset Purchase Agreement.

**Section 2. Assignment and Assumption.** Effective as of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer of, all of the Debtors' worldwide right, title and interest in and to the IP Rights (free and clear of all liens, claims and encumbrances of any nature whatsoever), together with the business goodwill associated therewith and which is symbolized thereby, and all of the Debtors'

causes of action related to the IP rights (including, without limitation, causes of action related to the trademark "Q-Ray" or under 11 U.S.C. §§541-553), whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by Assignee for its own use, and for the use of its successors, assigns, or other legal representatives, to the full end of the term or terms for which such IP Rights may be granted, including any renewal rights with respect to such term or terms that may be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, as fully and as entirely as the same would have been held and enjoyed by Debtors if this Assignment had not been made.

**Section 3. Name Change.** Assignor shall immediately take all actions to change the corporate name of the Debtor, QT, Inc., so that the new corporate name of such Debtor does not contain the words "QT, Inc." or any words similar thereto. No later than fifteen (15) days following the date hereof, Assignor shall deliver to Assignee evidence satisfactory to Assignee of Assignor's compliance with this section.

**Section 4. Further Assurances.** Assignor hereby agrees to execute, acknowledge, record, or file (or cause the Debtors to execute, acknowledge, record or file) such documents, and to take such other actions (or cause the Debtors to take such other actions) as may be reasonably requested by Assignee in order to effectuate the transactions contemplated by this Assignment. Any costs and expenses incurred by the Assignor in connection with any such actions shall be paid by the Assignee.

**Section 5. Restatement and Ratification of Warranties.** Assignor hereby restates herein, and ratifies, approves, confirms, and adopts in each and every respect, all of the representations and warranties with respect to the IP Rights contained in the Asset Purchase Agreement.

**Section 6. Entire Agreement.** This Assignment (including Schedule A attached hereto, which are hereby expressly incorporated herein and made a part hereof) and the Asset Purchase Agreement (including any instruments contemplated thereby) together constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to such subject matter.

**Section 7. Parties in Interest.** This Assignment shall be binding upon, and shall inure to the benefit of, Assignor, Assignee, and their respective successors and assigns.

**Section 8. Captions.** The captions or headings at the beginning of each section of this Assignment are merely guides or labels for the convenience of the parties to assist in identifying those sections, are not intended to be a part of the context of this Assignment, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions of this Assignment.

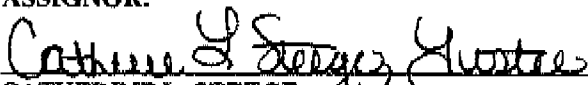
**Section 9. Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent, trademark, copyright or other intellectual property laws and in all other respects by the laws of the State of Illinois, without giving effect to the conflict of laws rules thereof.

**Section 10. Counterparts; Facsimile Signatures.** This Assignment may be executed in multiple counterparts, all of which are identical; and all such instruments together shall constitute one and the same instrument. Assignor and Assignee further agree that facsimile signatures by the parties shall be binding to the same extent as original signatures.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property Rights as of the date first written above.

ASSIGNOR:

  
CATHERINE L. STEEGE, ~~not in her~~  
individual capacity, but solely as  
Trustee of the Chapter 11 Bankruptcy  
Estates of QT, Inc., Q-Ray Company and Que T. Park

ASSIGNEE:

TRADEMARK LICENSING CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Joel P. Gayner, President

**SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**






**SCHEDULE A**

**IP Rights**

Trademarks, service marks, trade names, commercial symbols and any and all other IP Rights based on "QT, Inc."

The IP Rights set forth on the chart attached hereto and made a part hereof

**QT, INC./Q-RAY COMPANY  
ACTIVE U.S. TRADEMARKS**

Trademark	Country	Reg. No./ Issue Date	Ser. No./ Filing Date	Status	Goods & Services
 Bracelet Outline	U.S.	2682004 Jan 28, 2003	76/243864 Apr. 20, 2001	Registered	14/Jewelry, namely bracelets
Dr. Ring	U.S.	2122185	75/042757 Jan. 16, 1997	Registered; not being used	14/Jewelry
	U.S.	2494097 Oct. 2, 2001	76/002328 March 16, 2000	Registered	14/Jewelry, namely, bracelets
IONIZED Bracelet	U.S.	2491561 Sep. 18, 2001	75/659399 March 12, 1999	Continued Use Pending	14/Jewelry
IONIZED PENDANT	U.S.		78/777206 Dec. 20, 2005	Pending	14/Jewelry, namely, pendants
IONIZED RING	U.S.		78/777240 Dec. 20, 2005	Pending	14/Jewelry, namely, rings
 Logo Design (semi-circle)	U.S.	3179362 Dec. 5, 2006	78/562107 Feb. 7, 2005	Registered	09/sports eyewear and sunglasses
Natural Pain Relief	U.S.	2583908 Jun 18, 2002	75/667708 Mar 25, 1999	Registered	14/Jewelry, Namely, Bracelets, Necklaces And Rings
Often Imitated Never Duplicated	U.S.	2609671 Aug 20, 2002	76/324103 Oct. 11, 2001	Registered	14/Jewelry, namely, bracelets
Polarization	U.S.	3177615 Nov. 28, 2006	78/157646 Aug. 26, 2002	Registered	14/Jewelry, namely, bracelets
Power Bracelet	U.S.	2607819 Aug 13, 2002	75/659572 Mar 12, 1999	Registered	14/Jewelry




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PATENT

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**QT, INC./Q-RAY COMPANY  
ACTIVE U.S. TRADEMARKS**

Trademark	Country	Reg. No./ Issue Date	Ser. No./ Filing Date	Status	Goods & Services
 ("Q")	U.S.	2686394 Feb. 11, 2003	76/408419 2002-05-15	Registered	14/Jewelry
Q-Ray	U.S.	2319456 Feb. 15, 2000	75/659570 Mar. 12, 1999	Registered	14/Jewelry
	U.S.	2552433 Mar. 26, 2002	76/236638 April 6, 2001	Registered	14/Jewelry, namely, bracelets
ION-RAY	U.S.	2989193 Aug. 30, 2005	78/382613 Mar. 11, 2004	Registered	09/Optical products, namely, sunglasses, eyeglass frames and eyeglass cases
	U.S.	1606178 July 17, 1990	73/775193 Jan. 17, 1989	Registered	09/Sunglasses And Eyeglasses
QUICKTOUCH	U.S.	1568081 Nov. 28, 1989	73/774725 Jan. 17, 1989	Registered	09/Sunglasses and Eyeglasses, Containers and Cases For Sunglasses and Eyeglasses
Serious Performance Bracelet	U.S.	2414650 Feb. 28, 2006	75/659571 Mar. 12, 1999	Registered	14/Jewelry

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**QT, INC./Q-RAY COMPANY  
ABANDONED U.S. TRADEMARKS**

Trademarks	Country	Appl. No./	Status
BIO-METAL	U.S.	76/485050	Previously allowed; Statement of Use/4th ext. was due 07/05/07
Bio-Metal Technology	U.S.	78/947577	Abandoned
Cool Patch	U.S.	78/961923	Abandoned
Aim Higher	U.S.	78/613483	Abandoned
 (Stylized Q)	U.S.	78/597186	Abandoned
Q-Ray	U.S.	75/045517	Abandoned
Sports Performance Bracelet	U.S.	78/816456	Abandoned
Anypain	U.S.	78/157640	Abandoned
Anysports	U.S.	78/157644	Abandoned
Chi Bracelet	U.S.	76/322084	Abandoned
Dr Bracelet	U.S.	78/148522	Abandoned
Ionization	U.S.	78/164385	Abandoned
IONIZATION	U.S.	78/554042	Previously Allowed; Statement of Use/3rd ext. was due 7/17/07
Ion Ray	U.S.	78/247681	Abandoned
Mr. Bracelet	U.S.	78/148516	Abandoned
Polarized Bracelet	U.S.	78/157650	Abandoned
QI Bracelet	U.S.	76/322083	Abandoned
Champion's choice	U.S.	76/659398	Abandoned
Yin Yang Bracelet	U.S.	76/321882	Abandoned
Ionized Frame	U.S.	78/416557	Abandoned
Ionized Sunglasses	U.S.	78416537	Abandoned
Ionized Eyewear	U.S.	78/416511	Abandoned

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**QT, INC./Q-RAY COMPANY**  
**ABANDONED FOREIGN TRADEMARKS**

Country	Trademark	Appl. No.	Status
Canada	Ion-Ray	1177598	Abandoned
Canada	QUETEE	624236	Abandoned
Canada	Quick Touch	624235	Abandoned/Refused
China	Q-Ray	970040262 Apr. 3, 1997	Abandoned
Japan	QUETEE	1-9147 Jan 26, 1989	Abandoned
Mexico	3-D Design		Abandoned
Philippines	Q-Ray	4-1997-121791 Jul 23, 2001	Expired
S. Korea	Outdoor Shades	4002640640000 May 24, 1993	Expired
S. Korea	Ion Banji	4020010050261 Nov 14, 2001	Abandoned
S. Korea	Ion Paljji	4020010050260 Nov 14, 2001	Abandoned
S. Korea	Biometal	4020020041053 Sep 6, 2002	Abandoned
S. Korea	American Drivers	4002409920000 June 16, 1992	Expired
S. Korea	Mega Needle	4020050010798 March 14, 2005	Abandoned

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**QT, INC./Q-RAY COMPANY/QUE T. PARK  
U.S. PATENTS**

U.S.	Title	Inventor/Assignee	Reg. No./Date	Appl. No./Date	Status/Remarks
U.S.	BRACELET	Que T. Park/ QT, Inc.	D447,436 Sep. 4, 2001	29/092,422 Aug. 19, 1998	
U.S.	BRACELET ENDS	Que T. Park/ QT, Inc.	D460,374 Jul. 16, 2002	29/113,079 Oct. 29, 1999	
U.S.	SMOOTH BRACELET	Andrew T. Park/ QT, Inc.	D520,396 May 9, 2006	29/214,008 Sep. 27, 2004	
U.S.	BRACELET WITH TERMINUS	Andrew Q. Park/ NA	D529,408 Oct. 3, 2006	29/214,044 Sep. 27, 2004	
U.S.	BRACELET WITH CYLINDRICAL EYEGLASSES	Andrew Q. Park/ Ion-Ray, Inc.	D516,110 Feb. 28, 2006	29/198,666 Feb. 2, 2004	
U.S.	EYEGLASSES	Andrew Park/ Ion-Ray	D536,023 Jan. 30, 2007	29/238,639 Sep. 19, 2005	
U.S.	HINGELESS EYEGLASSES FRAME	Andrew Q. Park/ NA	7,044,596 May 16, 2006	10/883,271 Jul. 1, 2004	
U.S.	FINGER RING	Andrew Q. Park/ NA	D535,210 Jan. 16, 2007	29/255,447 Mar. 8, 2006	
U.S.	PENDANT WITH C-SHAPED COIL	Unknown		29/264,625	ABANDONED

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**QT, INC./Q-RAY COMPANY/QUE T. PARK**  
**FOREIGN PATENTS**

Country	Patent Title	Inventor/Assignee	Patent No./Date	Appl. No.	Status/Remarks
China	BRACELET FOR THE HUMAN HEALTH	QT, Inc.	ZL01228309.6		
China	PENDANT	QT, Inc.	Z198330173.5		
Japan	RING	QT, Inc.	9648 Dec. 5, 2006	2006-33455 Aug. 29, 2007	
Japan	RING	QT, Inc.	9649 Aug. 29, 2007	2006-33456 Dec. 5, 2006	

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**QT, INC./Q-RAY COMPANY  
ACTIVE FOREIGN TRADEMARKS BY COUNTRY**

Country	Trademark	Reg. No./ Issue Date	Appl. No./ Filing Date	Status	Goods & Services	Remarks
Thailand	Q-Ray	85424 July 14, 1997	338836 Jul 14, 1997	Recently expired	14/Jewelry	Not renewed as of July 15, 2007
Vietnam	Q-Ray	28323 Oct 3, 1998	175797 May 8, 1997	Recently expired	14/Jewelry	Renewal period ended Nov. 8, 2007; Seeking late renewal

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**QT, INC./Q-RAY COMPANY**  
**ACTIVE FOREIGN TRADEMARKS BY COUNTRY**

Country	Trademark	Reg. No./ Issue Date	Appl No./ Filing Date	Status	Goods & Services	Remarks
India	Q-Ray (cl 14)		759984 Apr. 28, 1997	Pending	14	Expired April 28, 2007; Restoration possible within 12 months of expiration.
Indonesia	Q-Ray	413827 Jun. 5, 1997	D9710626 Jun. 5, 1997	Registered	14/Jewelry	
Japan	Quick Touch	2391022 Mar 31, 1992	H01-014263 Feb. 8, 1989	Registered	09/Sunglasses and Eyeglasses, Containers and Cases For Sunglasses and Eyeglasses	
Malaysia	Q-Ray	Jun 4, 1997 Jun 4, 1997	97007348 Jun 4, 1997	Registered	14/Jewelry	
Mexico	Q-Ray	Nov. 27, 1997 Nov. 27, 1997	293748	Recently deemed abandoned	14/Jewelry	Renewal application in process
Singapore	Q-Ray	T97/05038Z Apr. 30, 1997	5038/97 Apr. 30, 1997	Registered	14/Jewelry	Renewed until Apr. 30, 2017.
Spain	Dr. Ring	2008595 July 5, 1996	2008595 Jan. 25, 1996	Registered	14/Jewelry	
Spain	Q-Ray	2008596 March 30, 1997	2008596 Jan 26, 1997	Registered	14/Jewelry	
Taiwan	Q-Ray	811257 Aug 1, 1998	8601992 Apr. 23, 1997	Registered	14/Jewelry	

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**QT, INC./Q-RAY COMPANY**  
**ACTIVE FOREIGN TRADEMARKS BY COUNTRY**

Country	Trademark	Reg. No./ Issue Date	Appl. No./ Filing Date	Status	Goods & Services	Remarks
Argentina	Q-Ray	2081012 Aug. 11, 1998	2081012 Unknown	Registered	14/Jewelry	
Australia	Q-Ray	736939 Jun 16, 1997	736939 Jun 16, 1997	Registered	14/Jewelry	Renewed until June 16, 2017
Brazil	Q-Ray	819929972 Nov. 29, 2005	819929972 May 14, 1997	Registered	14/Jewelry	
Canada	Q-Ray	TMA 625320 Nov. 12, 2004	1174093 Apr. 9, 2003	Registered	14/Jewelry	Cause of action available to avoid assignment to Ion-Ray Company, Ltd.
Hong Kong	Q-Ray	B8129/2000 Nov. 9, 1998	14930/98 Nov. 9, 1998	Registered	14/Jewelry	
India	Ion-Ray		1432861 March 14, 2006	Pending	09/Optical products	Accepted for Registration as of July 20, 2006
India	Ion-Ray		1432862 March 14, 2006	Pending	14/Jewelry	Accepted for Registration as of July 20, 2006
India	Q-Ray		1432859 March 14, 2006	Pending	09/Optical products	Accepted for Registration as of July 20, 2006
India	Q-Ray		1432860 March 14, 2006	Pending	14/Jewelry	Accepted for Registration as of July 20, 2006

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