

05-14-1998



100710291

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MPD 5-5-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
08311993

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
08311993

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

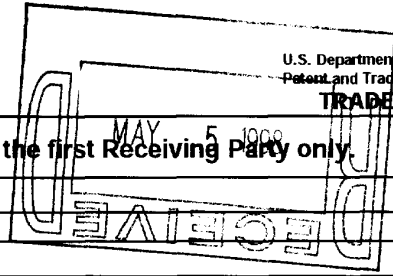
- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/12/98 DCOATES 0000159 120115 1339568 01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
REEL: 1725 FRAME: 0155



**Domestic Representative Name and Address**

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,339,558"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

05/12/1998 DCOATES 00000159 120115 1339558

01 FC:481 40.00 CH

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

GARY E. LAMBERT REG. NO. 35,925

May 4, 1998

Name of Person Signing

Signature

Date Signed

A S S I G N M E N T

STATE OF MINNESOTA     ]  
                                  ]  
COUNTY OF HENNEPIN    ]     ss.

WHEREAS, Carlson Travel Group, Inc., a California corporation, having its principal office at 12755 State Highway 55, Minneapolis, MN 55441, has adopted, used and is using a mark which it has registered in the United States Patent and Trademark Office under Registration No. 1,339,558, Registered June 4, 1985; and

WHEREAS, Globetrotters, Inc., having its principal office at 139 Main Street, Cambridge, MA 02142, is desirous of acquiring said mark and the registration thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Carlson Travel Group, Inc. does hereby assign unto the said Globetrotters, Inc., all rights, title and interest in and to the said mark, and the registration thereof, Registration No. 1,339,558, together with the goodwill of the business symbolized by the mark.

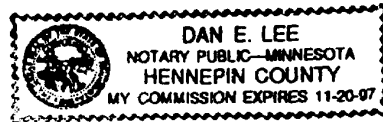
CARLSON TRAVEL GROUP, INC.

BY *Travis Tamm*  
Its President

Subscribed and sworn to before me this 31 day of August, 1993.

*Dan E. Lee*  
Notary Public

mlh/00880



BILL OF SALE AND ASSIGNMENT AND ASSUMPTION

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CARLSON TRAVEL GROUP, INC., a California corporation, (the "Seller"), hereby assigns, grants, sells, conveys and transfers to GLOBETROTTERS, INC., (the "Buyer"), its successors and assigns, certain assets (the "Assets"), which Assets consist of the Seller's rights and interest in and to the Seller's travel business known under the name "SuperCities" with a headquarters office located at 12755 State Highway 55, Minneapolis, MN 55441 (the "Travel Business") as a going concern as of the date hereof. This Bill of Sale and Assignment and Assumption is made pursuant to that certain Asset Purchase Agreement between Buyer and Seller (the "Agreement"), which Agreement is incorporated herein by its reference hereto. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

The Assets further include Seller's rights and interest in all of the following assets of the Seller:

1. The trademark "SuperCities" and Design Registration No. 1,339,558.
2. The telephone number 1-800-333-1234 used for SuperCities reservations.
3. All available supplies of Domestic USA SuperCities brochures, flyers and all advertising materials or graphics used, including the mechanicals for the 1993 USA color and 2-color SuperCities brochures.
4. All customer, group lists and supplier lists used in the SuperCities' tour business.
5. All available documentation for the construction of SuperCities tour packages.
6. All of the goodwill of SuperCities.
7. All supplier contracts and agreements for current SuperCities tour programs, excluding proprietary agreements with Seller's vendors. Seller makes no representation or warranty as to whether any vendors will consent to any such assignment and in the event any vendor does not consent to an assignment of the contract to Globetrotters, the transaction contemplated in this letter shall in no way be affected.
8. All reservation books or materials concerning the operation of SuperCities tours.
9. Seller will use best efforts to enable Globetrotters access to SuperCities package data from Seller's Tech 7 software containing SuperCities package and inventory data.

10. All pricing formulas used to arrive at the selling price of SuperCities tour products.

Seller represents and warrants that it owns outright and has good and marketable title to all of the Assets conveyed hereunder, and the Assets are not subject to any mortgages, liens, charges or encumbrances or adverse claims of any nature whatsoever.

In accordance with this Agreement, as of ~~August 30~~ <sup>September 7</sup>, 1993, Buyer hereby assumes and agrees to pay, perform and discharge the Liabilities of the Seller, to be assumed by the Buyer on the Closing Date pursuant to the Agreement as the same become payable, performable and dischargeable.

This assumption of obligations is being executed and delivered pursuant to the Agreement, and nothing herein shall be construed to impose any obligation or liability on the undersigned except to the extent contemplated by the Agreement, or to create or enlarge rights of third parties other than third parties claiming under Seller.

This instrument is to be construed in accordance with and governed by the laws of the State of Minnesota. Nothing contained in this instrument shall be construed to require the commission of any illegal act and whenever there is a conflict between this instrument and any applicable statute, law, ordinance, or regulation which may not be waived by contract, the illegal or unenforceable provision of this instrument shall be curtailed and limited to the extent necessary to comply with the applicable law. If any provision of this instrument is held to be invalid or unenforceable, that invalidity and/or unenforceability shall not affect the validity of the remainder of this instrument which shall continue in full force and effect. All exhibits referred to in this instrument are incorporated herein by this reference.

IN WITNESS WHEREOF, the Seller has caused this instrument to be signed by its duly authorized officer this 01 day of ~~August~~ <sup>September</sup>, 1993.

CARLSON TRAVEL GROUP, INC. *tht*

By: *T. [Signature]*  
Its: President

GLOBETROTTERS, INC.

By: *[Signature]*  
Its: President

MLH/00879