

06-08-1998

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FORM PTO-1594 1-31-92		RE	100729273 <b>TRADEMARKS ONLY</b>	U.S. Department of Commerce Patent and Trademark Office
Tab settings ⇄ ⇄ ⇄				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): MTI Vacations, Inc.		2. Name and Address of receiving party(ies): Name: GVGAC No. 1, Inc. Internal Address: 1455 Pennsylvania Ave., NW Street Address: Suite 350 Washington, DC 20004		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____		<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		Execution Date: <u>April 30, 1998</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s)		B. Trademark registration No.(s) 2,054,577 YOUR BEST BUY IS MTI 1,286,456 MTI VACATIONS (& Design) 1,286,459 MTI VACATIONS		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Timothy J. Lyden</u> Internal Address: <u>Hogan &amp; Hartson, LLP</u>  Street Address: <u>8300 Greensboro Drive,</u> <u>Suite 1100</u> City <u>McLean</u> State: <u>VA</u> Zip <u>22102</u>		6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">3</span>		
		7. Total fee (37 CFR 3.41): ..... <u>\$90.00</u>  <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
		8. Deposit account number: <u>08-2550</u> (Attach duplicate copy of this page if paying by deposit account)		
06/05/1998 JSHABRZZ 00000014 1286459				
DO NOT USE THIS SPACE				
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9. Statement and signature. <i>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.</i>				
<u>Timothy J. Lyden</u> Name of Person Signing		 Signature	<u>5/20/98</u> Date	
Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 2px;">3</span>				

01 FC:481  
02 FC:482

**ASSIGNMENT OF REGISTERED TRADEMARKS**

This ASSIGNMENT OF REGISTERED TRADEMARKS is made as of April 30, 1998, by MTI Vacations, Inc., a Delaware corporation ("Seller"), in favor of GVGAC No. 1, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of April 30, 1998, pursuant to which Seller has agreed to sell and Buyer has agreed to acquire substantially all of the assets held by Seller and used in the operation of the wholesale travel sales business.

NOW, THEREFORE, in consideration of the payment by Buyer of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and conveys to Buyer and its successors and assigns, free and clear of Liens, all of Seller's right, title and interest in and to the trademarks, together with the goodwill associated therewith, and the registrations therefor, listed on Exhibit 1 hereto.

Seller hereby covenants and agrees to execute such further documents and instruments and to take such additional actions as may reasonably be requested by Buyer to vest in Buyer title to any and all the assets being transferred hereby and otherwise to effectuate the intent of this Assignment of Registered Trademarks.

This Assignment of Registered Trademarks is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment of Registered Trademarks is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment of Registered Trademarks is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this Assignment of Registered Trademarks to be executed and delivered effective as of the date first written above.

MTI VACATIONS, INC.

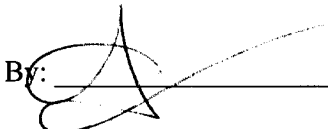
By:   
Name: James F. Miller  
Title: President

Exhibit 1

<u>Mark</u>	<u>Registration No.</u>
MTI VACATIONS	1,286,459
MTI VACATIONS (& Design)	1,286,456
YOUR BEST BUY IS MTI	2,054,577