

11-16-1998

SHEET



100878835

To the Honorable Commissioner of Patents and Trademarks, please receive the attached original documents or copy thereof.

1. Name of conveying party(ies): MRD 11.9.98
Travel Impressions, Ltd.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____

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

2. Name and address of receiving party(ies):
Name: American Express Newto, Inc.
Internal Address: 3 World Financial Center
200 Vesey Street
City: New York State: NY ZIP: 10285

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 1, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,362,504	1,380,786
1,362,505	1,766,262
997,758	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LEYDIG, VOIT & MAYER, LTD.
Attention: Mark J. Liss
Internal Address: [Case No.] 87549

Street Address: 180 North Stetson
Two Prudential Plaza, Suite 4900
City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

7. Total Fee (37 CFR 3.41) \$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 12-1216
(Attach duplicate copy of this page if paying by deposit account)

11/13/1998 DMSUYEN 00000043 1362504

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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.

Mark J. Liss [Signature] 11-4-98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1812 FRAME: 0684

American Express Travel Related Services Company, Inc.
(a New York corporation)
American Express Tower
World Financial Center
New York, New York 10285

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Travel Impressions, Ltd., a New York corporation (the "Assignor"), has adopted, used and is using certain trademarks, trade names, service marks, and copyrights (collectively, the "Intellectual Property") described on Attachment A, in connection with the Business;

WHEREAS, pursuant to that certain asset purchase agreement by and among Assignor, American Express Travel Related Services Company, Inc., a New York corporation, and American Express Newco, Inc., a Delaware corporation (together, the "Assignee"), and the other parties thereto, dated March 13, 1998 (the "Agreement"), the Assignee desires to acquire said Intellectual Property and any rights of the Assignor in and to said Intellectual Property and all other trademarks, trade names, service marks, and copyrights owned by the Assignor;

NOW, THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, and pursuant to the Agreement, the Assignor does hereby assign unto the Assignee all of the Assignor's right, title, and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property.

In furtherance of the assignments set forth in this instrument, the Assignor hereby irrevocably makes, constitutes, and appoints the Assignee, and any successors and assigns thereof, as its true and lawful attorney-in-fact, with full power of substitution without notice to the Assignor, to act in its name, place and stead to execute and deliver any documentation or otherwise effect and benefit from the transfer, assignment and registration of the Intellectual Property.

This instrument shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

This instrument shall be effective as of 12:01 A.M. on the date hereof.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Intellectual Property as of the 1st day of May, 1998.

TRAVEL IMPRESSIONS, LTD.

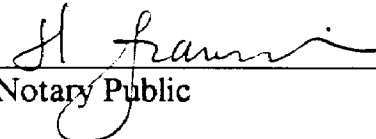
By: 

Name: Bradley J. Tolkin
Co-President

State of New York)

County of New York)

On this 1st day of May, 1998, before me appeared Bradley J. Tolkin, to me known and known to me to be Co-President of Travel Impressions, Ltd., who acknowledged to me that he signed this document as a free act on behalf of the Assignor and pursuant to authority duly received.


Notary Public

My Commission Expires:

H. FRANCES KLEINER
Notary Public, State of New York
No. 31-4867585
Qualified in New York County
Commission Expires July 21, 1999

ATTACHMENT A
TO ASSIGNMENT OF
INTELLECTUAL PROPERTY

<u>Mark</u>	<u>Registration Nos.</u>
Travel Impressions	1,362,504
Timothy Bear	1,362,505
Cavalcade	997,758
A drawing representing a beach or skyline resort area	1,380,786
Vacation "Free"dom	1,766,262