

11-16-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RE



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

100877304

11/9/98

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

1. Name of conveying party(ies): Vacation Tours, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
[X] Other New York Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies):
Name: American Express Newco, 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
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [X] No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? [X] Yes [] No

3. Nature of conveyance:
[X] 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)
1,121,184
Additional numbers attached? Yes [] No [X]

6. Total number of applications and registrations involved: 1

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

7. Total Fee (37 CFR 3.41) \$ 40.00
[X] Enclosed
[X] 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 DMGUYEN 00000076 1121184 DO NOT USE THIS SPACE
01 FC:481 40.00 OP

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 Name of Person Signing
Signature
11-4-98 Date
Total number of pages including cover sheet, attachments, and document: 5

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: 0777

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, Vacation Tours, LLC, a New York limited liability company (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 intentionally left blank.]

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

VACATION TOURS, LLC

By: [Signature]
Name: Jeffrey D. Tolkin
Member

State of New York)

County of New York)

On this 1st day of May, 1998, before me appeared Jeffrey D. Tolkin, to me known and known to me to be a member of Vacation Tours, LLC, who acknowledged to me that he signed this document as a free act on behalf of the Assignor and pursuant to authority duly received.

[Signature]
Notary Public

My Commission Expires:

H. FRANCES KLEINER
Notary Public, State of New York
No. 31-4667585
Qualified in New York County
Commission Expires July 21, 1998

ATTACHMENT A
TO ASSIGNMENT OF
INTELLECTUAL PROPERTY

Mark

Registration Nos.

Mexitours

1,121,184