

REC
TF

01-24-2000



Docket No.:

721/70569-6

Tab settings

101253443

ed original documents or copy thereof.

1. Name of conveying party(ies):

Lanyon Limited

- Individual(s)
- General Partnership
- Corporation-State United Kingdom
- Other

- Association
- Limited Partnership



Additional names(s) of conveying party(ies) Yes No

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

Name: Lanyon Appliation Systems Limited

Internal Address: 1 Luxemburg Gardens

Street Address: London W6 7ED, United Kingdom

City: _____ State: _____ ZIP: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State United Kingdom
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: August 18, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/132,746 75/347,066 75/084,448

B. Trademark Registration No.(s)

1,439,639 1,994,847

Additional numbers Yes No

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

Name: Donald N. Huff

Internal Address: Watson Cole Grindle Watson

Refund Ref: 01/21/2000 JSHABAZZ 0000088554

CHECK Refund Tot: \$25.00

Street Address: 10 K Street, N.W.

10th Floor

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01/21/2000 JSHABAZZ 00000121 75132746

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.

Donald N. Huff

Name of Person Signing

Signature

1-7-00

Date

Total number of pages including cover sheet, attachments, and

5

DATED 18 August **1999**

(1) LANYON LIMITED

- and -

(2) LANYON APPLICATION SYSTEMS LIMITED

TRADE MARK ASSIGNMENT

**Wedlake Bell
16 Bedford Street
Covent Garden
London WC2E 9HF**

DX: 40009 Covent Garden

**Tel: 0171-395 3000
Fax: 0171-836 9966**

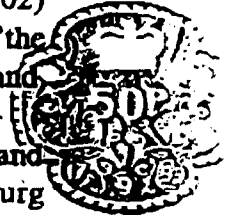
Ref: AHS/WB1-34027

THIS ASSIGNMENT is made the 18 day of August 1999



BETWEEN

- (1) **LANYON LIMITED** (registered in England and Wales No. 1818302) whose registered office is at 401 King Street, London W6 9LY ("the Assignor" which expression shall include its successors and assigns); and
- (2) **LANYON APPLICATION SYSTEMS LIMITED** (registered in England and Wales No. 3090967) whose registered office is at 1 Luxemburg Gardens, London W6 7ED ("the Assignee" which expression shall include its successors and assigns)



WHEREAS:-

- (1) The Assignor is the registered proprietor and beneficial owner of the registered trade marks particulars of which are set out in Part 1 of the Schedule hereto ("the Registrations") and has applied to register trade marks particulars of which are set out in Part 2 of the Schedule hereto ("the Applications").
- (2) The Assignor has agreed to assign to the Assignee the Registrations and the benefit of the Applications upon the terms and conditions hereinafter appearing and for the consideration hereinafter mentioned.
- (3) This is the Trade Mark Assignment referred to in an agreement of even date herewith pursuant to which the Assignor has agreed to sell to the Assignee certain of the business and assets of the Assignor.

IT IS AGREED as follows:-

L. ASSIGNMENT

In consideration of the payment of the sum of £1 (one pound sterling) by the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor) the Assignor as beneficial owner and with full title guarantee hereby assigns to the Assignee free from encumbrances all its right title and interest in and to:

- (a) the Registrations and the full and exclusive benefit of the same together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of the Registrations or other acts constituting passing off which may have taken place or occurred prior to the date hereof TO HOLD the same unto the Assignee absolutely; and

- 2 -

- (b) the full and exclusive benefit of the Applications together with the benefit of any registration which may be granted pursuant to the Applications to the intent that upon registration the Assignee shall be entered as registered proprietor of the trade mark the subject of the Applications.

2. FURTHER ASSURANCE

The Assignor further covenants that at the request of the Assignee it will at all times hereafter do or procure that there shall be done all such acts and execute all such documents as may be necessary or desirable to the secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to enable the Assignee to enjoy the full benefit thereof (whether in connection with any registration of such title or otherwise).

3. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

THE SCHEDULE

Part 1

Registrations

<u>Country</u>	<u>Mark</u>	<u>Registered Number</u>	<u>Filing Date</u>	<u>Class</u>	<u>Renewal Date</u>
Australia	LANYON	638850	24.08.94	9	24.08.04
Canada	LANYON	455916	25.08.94	-	22.03.11
EU Community	LANYON- ADVANCE	194258	01.04.96	9,16, 42	01.04.06
EU Community	OPEN TRAVEL	328963	09.07.96	9,16, 42	09.07.06
United Kingdom	LANYON	B1251421	02.10.85	9	02.10.06
United Kingdom	LANYON	1582416	17.08.94	9	17.08.01
United Kingdom	LANYON	1582417	17.08.94	42	17.08.01
United States	LANYON	1439639	08.11.86	38	12.05.07
United States	LANYON	1994847	27.03.95	42	20.08.06

Part 2 Applications

Country	Mark	Application Number	Filing Date	Class
EU Community	LANYON	194225	01.04.96	9,16,42
United States	LANYON-ADVANCE	75/084448	05.04.96	9
United States	OPEN TRAVEL	75/132746	11.07.96	9
United States	OPEN TRAVEL	75/347066	26.08.97	16

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above mentioned

~~Graham~~
 SIGNED by *Neil Lanyon*
 for and on behalf of
 LANYON LIMITED
 in the presence of:-

ANTHONY LANE
 SOLICITOR
 WCLE 94F



GRAHAM CRUICKSHANK

SIGNED by
 for and on behalf of
 LANYON APPLICATION
 SYSTEMS LIMITED
 in the presence of:-



ANTHONY LANE
 SOLICITOR
 WCLE 94F

