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



ER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

PLY

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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):

CUC Publishing, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

2. Name and address of receiving party(ies)

Name: Interval Holdings, Inc.

Internal Address: Penthouse One

Street Address: 6262 Sunset Drive

City: Miami State: FL ZIP: 33143

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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 Amended Assignment recorded at Reel 1689/Frame 0876 changing Reg. No. 1,362,325 to Reg. No. 1,362,395 Execution Date: 12/17/1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule "B".

B. Trademark Registration No.(s)

See attached Schedule "A".

Additional numbers attached? Yes No

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

Name: Jeffrey C. Katz, Esq.

Internal Address: DAVIS & GILBERT LLP

Street Address: 1740 Broadway

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Previously filed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Jeffrey C. Katz, Esq.

Name of Person Signing

Signature

7-20-00

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002115 FRAME: 0581

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	DATE
INTERVAL INTERNATIONAL (name and logo)	1,112,915	February 6, 1979
FLEXCHANGE	1,362,396	September 24, 1985
(Five Star Logo)	1,469,989	December 22, 1987
INTERVAL INTERNATIONAL	1,477,164	February 16, 1988
WORLDCARD	1,634,315	February 5, 1991
INTERVAL INTERNATIONAL TRAVELER	1,736,503	December 1, 1992
THE VACATION OF A LIFETIME. EVERY TIME. THAT'S THE INTERVAL FIVE STAR EXPERIENCE.	1,780,637	July 6, 1993
INTERVAL INTERNATIONAL FIVE STAR AWARD	1,843,239	July 5, 1994
WORLDEX	1,362,396 1,362,325	September 24, 1985
INTERVAL TRAVEL	2,073,254	June 24, 1997
INTERVAL	2,102,210	September 30, 1997

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	DATE
CONDO DIRECT	75/138536	July 23, 1996
INTERVAL PREFERRED	75/219316	December 30, 1996
RESORT SOLUTIONS	75/258764	March 17, 1997

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 17th day of December, 1997 ("Effective Date"), by and between CUC Publishing, Inc., a Delaware corporation, with its principal place of business at 3033 So. Parker Road, Aurora, Colorado 80014, U.S.A. ("Assignor"), and Interval Holdings, Inc., a Delaware corporation, with its principal place of business at 6262 Sunset Drive, Penthouse One, Miami, Florida 33143, U.S.A. ("Assignee").

WHEREAS, Assignor and Interval Acquisition Corp. are parties to a Stock Purchase Agreement dated as of December 17, 1997 ("Agreement"), pursuant to which Assignor has agreed to sell and Interval Acquisition Corp. has agreed to purchase the outstanding shares of certain companies including Assignee and certain trademarks used in connection with Assignee's business;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks set forth in Schedules A and B are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 17th day of December, 1997.

CUC PUBLISHING, INC.

By: [Signature]

Name: Robert Sarkie

Title: Vice President

[Signature]
HOLDINGS,
INTERVAL INTERNATIONAL, INC.

By: [Signature]

Name: EK Shelton

Title: EUP

STATE OF Connecticut)
COUNTY OF Fairfield) SS

On this 17th day of December, 1997, there appeared before me Robert Sarkie, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of CUC PUBLISHING, INC.

[Signature]
Notary Public

ALDA BRACCIA
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/31/00

STATE OF Connecticut)
COUNTY OF Fairfield) SS

On this 17th day of December, 1997, there appeared before me E. Kirk Shelton, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of INTERVAL INTERNATIONAL, INC. HOLDINGS, INC.

[Signature]
Notary Public

ALDA BRACCIA
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/31/00