

09-01-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
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TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 7-31-00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/31/2000 NTHA11 00000269 75627907

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01 FC:481	40.00 OP
02 FC:482	25.00 OP
03 FC:998	15.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002128 FRAME: 0552

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (215)575-7064

Name

Evelyn H. McConathy, Esquire

Address (line 1)

DILWORTH PAXSON LLP

Address (line 2)

3200 Mellon Bank Center

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1735 Market Street

Address (line 4)

Philadelphia, PA 19103

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

1

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75827907 75827908

Number of Properties

Enter the total number of properties involved.

two (2)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0979

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Evelyn H. McConathy

Name of Person Signing

Evelyn H. McConathy

Signature

July 27, 2000

Date Signed

ASSIGNMENT

The undersigned LR, Inc., a Commonwealth of Pennsylvania corporation with its principal place of business located at 18 Campus Boulevard, Suite 210, Newtown Square, Pennsylvania 19073 (the "Assignor"), hereby transfers and assigns to Cruise411.com, Inc., a Delaware corporation, with its principal place of business located at 18 Campus Boulevard, Suite 220, Newtown Square, Pennsylvania 19073 (the "Assignee"), all right, title and interest in and to the trademark applications pending in the United States Patent and Trademark Office as identified and described below:

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
CRUISE411	75/827,907	October 21, 1999
CRUISE411.COM	75/827,908	October 21, 1999

and the goodwill of the business associated therewith (collectively, the "Trademark").

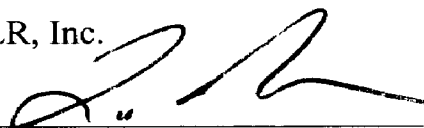
The Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademarks, the registration thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in the United States Patent and Trademark Office and any and all corresponding applications and registrations in any trademark office other than the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

Signed at 18 Campus Blvd, Newtown Sq. Pa., this 30th day of June, 2000.

Dated: 6.30.00

LR, Inc.

By: Lee M. Rosenbluth
Title: President