



101474671

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pritish Vora

8-22-00

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

2. Name and address of receiving party(ies)

Name: LastMinuteTravel.com, Inc.

Street Address: The Pinnacle Building, Suite 110
3355 Peachtree Road NE
Atlanta, Georgia 30326

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 26, 2000

- 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
Additional name(s) & address(es) attached? yes no

4. Application number(s) or registration number(s): 1,811,733

If this document is being filed together with a new application, the execution date of the application is:

- A. Trademark application No.(s)
- B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Sarah Anne Keefe, Esq.
WOMBLE CARLYLE SANDRIGE & RICE, PLLC
Suite 3500
1201 West Peachtree Street
Atlanta, Georgia 30309
(404) 888-7398
(404) 870-2417 (fax)

09/27/2000 BBYRNE 00000042 1811733
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6. Total number of applications/trademarks involved: [1]

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

SARAH ANNE KEEFEI

Name of Person Signing

Sarah Anne Keefe
Signature

August 16, 2000
Date

Docket No. L082.3000 (40286.0004.1)

Total number of pages including cover sheet, attachments, and document: [3]

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

APPENDIX B ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), dated as of June 26, 2000 (the "Effective Date") is made between Prithish Vora, a resident of the State of California with an address at 21271 Longleaf, Mission Viejo, CA 92692 ("Assignor"), and LastMinuteTravel.Com, a Delaware corporation with a principal place of business at The Pinnacle Building, Suite 110, 3355 Peachtree Road NE, Atlanta, GA 30326 ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the domain name LastMinuteTravel.ws; (ii) all applications and registrations (US and/or foreign) for the mark/name LAST MINUTE TRAVEL, including but not limited to United States Service Mark Registration No. 1,811,733; (iii) any and all trademark, service mark and intellectual property rights, including rights of priority, in LAST MINUTE TRAVEL ((i)-(iii) collectively, the "Mark"); and (iv) any and all goodwill of the business associated with the Mark; and

WHEREAS, Assignee desires to acquire the Mark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Mark and goodwill to Assignee;

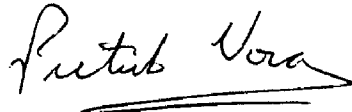
NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, together with: (i) the goodwill symbolized by the Mark; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Mark; and (iii) any royalties or other consideration owed in connection with use of the Mark after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents (including, without limitation, the document necessary to transfer record ownership of LastMinuteTravel.ws) as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Mark and goodwill.
4. The parties incorporate by reference the terms of that Agreement dated June 26, 2000 as if such terms were set forth herein in their entirety. Other than the consideration specified therein, no payment of any kind shall be due any party as a result of this Assignment or use of the Mark and goodwill.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

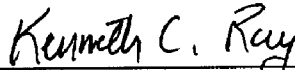
ASSIGNOR:

Pritish Vora

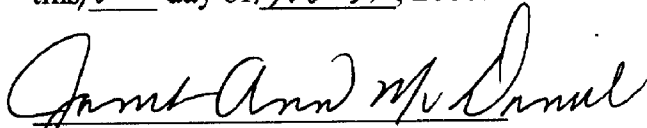
By: 
Pritish Vora

ASSIGNEE:

LastMinuteTravel.Com, Inc.

By: 
Kenneth C. Ray, Chief Financial Officer

Sworn to and subscribed before me
this 21st day of AUGUST, 2000.


Notary Public

My commission expires 4-3-02.

