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12-01-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



08-23-2000

101534016

U.S. Patent & TMOs/TM Mail Rpt Dt. #11

Owner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party:
INTERPAYMENT SERVICES LIMITED

8-23-00

- Individual(s)
- General Partnership
- Corporation - England and Wales
- Other

- Association
- Limited Partnership

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

3. Nature of Conveyance:

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

Execution Date: December 30, 1999

2. Name and address of receiving party:
THE THOMAS COOK GROUP LIMITED
Thorpe Wood
Peterborough PE3 6SB
ENGLAND

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation - England and Wales

Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)
see attached Schedule A

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: GLENN A. GUNDERSEN
DECHERT
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00

- Enclosed
- Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475

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.

Terence A. Dixon
Name of Person Signing

Signature

August 23, 2000
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 & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002185 FRAME: 0481

Schedule A

THE THOMAS COOK GROUP LIMITED

U.S. marks

U.S. Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
Design Only	1,666,064	November 26, 1991
FASTCHEQUE	1,955,757	February 13, 1996

THIS DEED OF ASSIGNMENT is made the day of 1999

BETWEEN:

- (1) **INTERPAYMENT SERVICES LIMITED** a company incorporated in England and Wales with registered number 02199546 of Thorpe Wood, Peterborough PE3 6SB (“**the Assignor**”); and
- (2) **THE THOMAS COOK GROUP LIMITED** a company incorporated in England and Wales with registered number 00198600 of Thorpe Wood, Peterborough PE3 6SB (“**the Assignee**”).

WHEREAS:

- (A) The Assignor is the proprietor and beneficial owner of the trade marks identified in the Schedule attached hereto (the “**Trade Marks**”) and of the goodwill attaching to them.
- (B) Pursuant to a reorganisation of the Thomas Cook Group of which the Assignor and Assignee are part, the Assignor has agreed to assign to the Assignee the Trade Marks upon the terms set out in this Agreement and the Assignee hereby accepts such assignment.
- (C) This assignment is being executed pursuant to an intra group reorganisation.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

1. In pursuance of the reorganisation and in consideration of one pound sterling (the receipt of which is hereby acknowledged) the Assignor as legal and beneficial owner **HEREBY ASSIGNS** with full title guarantee to the Assignee the Trade Marks free from all encumbrances including all statutory and common law rights attaching to the Trade Marks **TOGETHER WITH** the goodwill of the Assignor’s business relating to the goods or services in respect of which the Trade Marks have been used and are registered for;

TOGETHER WITH

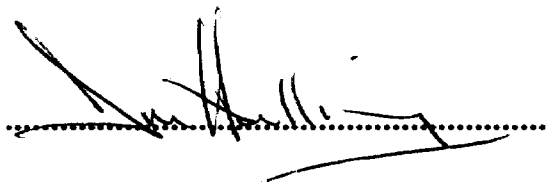
- 1.1 The benefit of any use of the Trade Marks and any registrations which may be granted including any renewals and extensions that may be granted;
- 1.2 The right to take any action or sue for past infringement and retain any damages obtained as a result of such action or any other remedy;
- 1.3 To the extent that such rights exist and are not already assigned hereby, all its rights to institute and maintain proceedings for passing off or equivalent proceedings against any persons now or hereafter wrongfully using the Trade Marks.

2. At the request and cost of the Assignee, the Assignor covenants with the Assignee to do promptly all things and execute all documents as may be required to perfect the Assignee's title in the Trade Marks.
3. The Assignor shall at its own cost execute all such deeds and documents and do all such things as the Assignee may reasonably require to give full effect to the transactions intended to be effected under or pursuant to this Assignment and for vesting in the Assignee the full benefit of the Trade Marks (and the goodwill attaching to them).
4. This Assignment shall be governed by, and construed in accordance with, English Law.

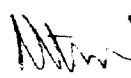
IN WITNESS whereof the parties have executed this assignment the day and year first above written.

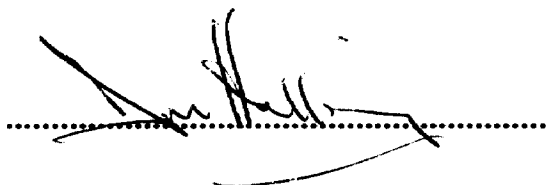
EXECUTED as a **DEED** for and on behalf
of **INTERPAYMENT SERVICES LIMITED**

by: 
.....


.....

EXECUTED as a **DEED** for and on behalf
of **THE THOMAS COOK GROUP LIMITED**

by: 
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