

08-07-2001

Form PTO-1594

RE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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101802233

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cruise Holidays International, Inc.

7-2601

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ Other _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 4, 2001

2. Name and address of receiving party(ies)

Name: Carlson Travel Network Associates, Inc.

Internal Address: Carlson Parkway

Street Address: P.O. Box 59159

City: Minneapolis State: MN Zip: 55459-8249

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Minnesota
☐ 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

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

A. Trademark Application No.(s)

75/845,762 75/844,857
 75/803,661 75/803,662
 75/702,365

B. Trademark Registration No.(s)

1,476,229 1,815,880 1,846,400
 1,738,603 1,843,223 1,848,741

Additional number(s) attached ☒ Yes ☐ No

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

Name: Jennifer C. Debrow

Internal Address: Gray, Plant, Mooty, Mooty &
 Bennett, P.A.

Street Address: P.O. Box 2906

City: Minneapolis State: MN Zip: 55402-0906

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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.

Jennifer C. Debrow
 Name of Person Signing

Signature

7/26/01

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 Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

08/06/2001 6TON11 00000100 75845762

01 FC:481
 02 FC:482

40.00 OP
 375.00 OP

TRADEMARK
 REEL: 002342 FRAME: 0309

Cruise Holidays International, Inc.

assignment to Carlson Travel Network Associates, Inc.

Continuation of Item 4B:

1,852,643

1,862,023

1,878,014

2,029,355

2,052,322

GP:811984 v1

SCHEDULE A

Trademarks and Service Marks

MARK	SERIAL NO.	REGISTRATION NO.
CRUISE VACATION NETWORK	74/512,218	2,029,355
CRUISEWEB	75/008,850	2,082,255
CRUISE-VENTIONS (Stylized)	74/249,527	1,738,603
CRUISE HOLIDAYS AND DESIGN	73/630,021	1,476,229
CRUISE HOLIDAYS COMPASS	74/377,978	1,815,880
LAND & SEA VACATIONS AND DESIGN	75/058,084	2,052,322
LET CAPTAIN CRUISE SHOW YOU A REAL VACATION	74/447,315	1,848,741
MISCELLANEOUS DESIGN (captain)	74/447,314	1,878,014
LET'S BUILD THE MEMORY	74/446,130	1,862,023
CLUB SEAQUEL	74/445,827	1,852,643
WE PROMISE GREAT CRUISE VACATIONS	74/445,826	1,846,400
CRUISE HOLIDAYS CLUB SEAQUEL AND DESIGN	74/416,971	1,843,223
CRUISE HOLIDAYS EXCLUSIVES	74/416,370	1,835,723
CRUISE HOLIDAYS VACATIONS AND DESIGN	75/844,857	-
CRUISE HOLIDAYS VACATIONS.COM	75/845,762	-
CRUISE HOLIDAYS VACATIONS ONLINE	75/803,662	-
CRUISE HOLIDAYS.COM	75/803,661	-
CRUISE HOLIDAYS	75/702,365	-
CRUISE HOLIDAYS – KINDA FUN THINGS	74/734,060	-
CRUISE HOLIDAYS CURRENTS	74/322,774	-
CRUISE HOLIDAYS	73/510,624	-

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("Carlson") and Cruise Holidays International, Inc. ("Assignor"), takes effect on June 4, 2001.

RECITALS

- A. Assignor owned the trademarks and service marks listed on Schedule A to this Agreement (the "**Marks**").
- B. Assignor hereby assigns the Marks to Carlson pursuant to the Purchase Agreement between Assignor and Carlson of the same date, in accordance with the Final Order Pursuant to U.S.C. §§ 105, 363, 365 and 1146(c) and Fed. Bankr. P. 6004 Authorizing and Approving (1) the Sale of the Assets of the Debtor's Franchise Business to Carlson Travel Network Associates, Inc. Free and Clear of All Liens, Claims and Encumbrances; (2) the Assumption and Assignment of Certain Executory Contracts and in Connection Therewith and (3) the Back Up Bid, entered by the United States Bankruptcy Court for the Southern District of Florida on May 24, 2001.

AGREEMENT

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

For good and valuable consideration, Assignor transfers and assigns to Carlson, all of Assignor's right, title and interest in and to the Marks, together with all associated goodwill and all related rights, and all registrations and applications for the Marks in the United States and any foreign countries, including any renewals and extensions of the registration that are or may be secured. The provisions of this Assignment inure to the benefit of Carlson, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Agreement as of the date first written above.

Carlson Travel Network Associates, Inc.

By: 

Its: CIO, VP of Finance

Assignor: Cruise Holidays International, Inc.

By: _____

Its: _____

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("Carlson") and Cruise Holidays International, Inc. ("Assignor"), takes effect on June 4, 2001.

RECITALS

- A. Assignor owned the trademarks and service marks listed on Schedule A to this Agreement (the "Marks").
- B. Assignor hereby assigns the Marks to Carlson pursuant to the Purchase Agreement between Assignor and Carlson of the same date, in accordance with the Final Order Pursuant to U.S.C. §§ 105, 363, 365 and 1146(c) and Fed. Bankr. P. 6004 Authorizing and Approving (1) the Sale of the Assets of the Debtor's Franchise Business to Carlson Travel Network Associates, Inc. Free and Clear of All Liens, Claims and Encumbrances; (2) the Assumption and Assignment of Certain Executory Contracts and in Connection Therewith and (3) the Back Up Bid, entered by the United States Bankruptcy Court for the Southern District of Florida on May 24, 2001.

AGREEMENT

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

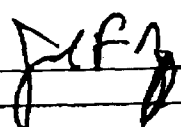
For good and valuable consideration, Assignor transfers and assigns to Carlson, all of Assignor's right, title and interest in and to the Marks, together with all associated goodwill and all related rights, and all registrations and applications for the Marks in the United States and any foreign countries, including any renewals and extensions of the registration that are or may be secured. The provisions of this Assignment inure to the benefit of Carlson, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Agreement as of the date first written above.

Carlson Travel Network Associates, Inc.

Assignor: Cruise Holidays International, Inc.

By: _____
Its: _____

By: 
Its: _____