08-07-2001

101802259

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

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):
First Discount Travel, Inc.
7-26-01

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

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

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

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____
Execution Date: June 4, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,959,584
2,147,531

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: 2

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

Jennifer C. Debrow
Name of Person Signing

Signature

7/26/01
Date

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

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

08/06/2001 GTON11 00000098 1959584
01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 002342 FRAME: 0649

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("**Carlson**") and First Discount Travel, 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: First Discount Travel, Inc.

By: _____
Its: _____

GP:797817 v1

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("**Carlson**") and First Discount Travel, 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: _____

Assignor: First Discount Travel, Inc.

By: _____
Its: _____

GP-797817 v1

SCHEDULE A

Trademarks and Service Marks

MARK	SERIAL NO.	REGISTRATION NO.
FIRST DISCOUNT TRAVEL	75/248,897	2,147,531
FIRST DISCOUNT TRAVEL AND DESIGN	74/471,311	1,959,584
DISCOUNT TRAVEL AND DESIGN	74/186,435	1,809,492