

08-07-2001

Form PTO-1594

(Rev. 03/01)

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

Tab settings

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

101802257

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

1. Name of conveying party(ies):
ByeByeNOW.com, Inc.

7-26-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- 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)

75/817,966 76/049,222

75/859,587 76/049,223

76/049,221 76/049,224

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

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 (Attach duplicate copy of this page if paying by deposit account)

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

Jennifer C. Debrow
Signature

7/26/01

Date

Total number of pages including cover sheet, attachments, and document: 5

08/06/2001 6TON11 00000096 75817966

01 FC:481
02 FC:482

40.00/OP
275.00/OP

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

TRADEMARK
REEL: 002342 FRAME: 0659

ByeByeNOW.com, Inc. assignment to Carlson Travel Network Associates, Inc.

Continuation of Item 4A:

76/052,797

76/054,812

76/054,813

75/757,302

75/757,301

75/924,853

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("Carlson") and ByeByeNOW.com, 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.

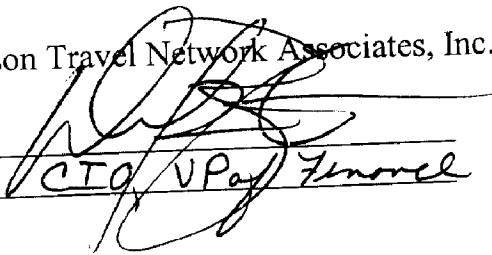
AGREEMENT

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: CTO, VP of Finance

Assignor: ByeByeNOW.com, Inc.

By: _____
Its: _____

GP:797799 v1

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("Carlson") and ByeByeNOW.com, 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: ByeByeNOW.com, Inc.

By: _____
Its: _____

By:  _____
Its: _____

SCHEDULE A

Trademarks and Service Marks

MARK	SERIAL NO.
BYE BYE NOW TRAVEL	75/817,966
BYEBYENOW.COM	75/757,302
BYEBYENOW.COM AND DESIGN	75/757,301
BYEBYENOW.COM Stylized	76/049,223
BYEBYENOW.COM TRAVEL	75/859,587
BYEBYENOW.COM TRAVEL AND DESIGN	75/859,588
BYEBYENOW.COM TRAVEL STORE	76/049,221
BYEBYENOW.COM TRAVEL STORE AND DESIGN	76/049,224
NOTHING'S MORE IMPORTANT THAN YOUR VACATION	76/049,222
TRAVEL IN THE KNOW	76/924,853
INTERNET CONCIERGE	76/054,813
YOUR INTERNET TRAVEL CONCIERGE	76/054,812
BYEBYENOW.COM PRODUCTIONS	76/052,797