

08-22-2001

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U.S. Patent & TMO/fo/TM Mail Rcpt Dt. #74

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

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

1. Name of conveying party(ies):

Apple Vacations West, Inc.

- Individual(s)
- General Partnership
- Corporation-State Illinois
- 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: August 2, 2001

2. Name and address of receiving party(ies)

Name: Compania Mexicana de Aviacion, S.A.de C.V  
Internal Xola 535, Colonia del Valle  
Address:

Street Address: Same As Above

City: Colonia del Vall State: Mexico Zip: D.F. 03100

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Mexico
- 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)

B. Trademark Registration No.(s)

1,970,002

Additional number(s) attached  Yes  No

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

Name: David E. Rogers  
Two Renaissance Square  
Internal Address:  
40 North Central Avenue, Suite 2700  
Phoenix, Arizona 85004-4498

Street Address: Two Renaissance Square  
40 North Central Avenue, Suite 2700

City: Phoenix State: Arizona Zip: 85004

6. Total number of applications and registrations 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.

David E. Rogers

Name of Person Signing

Signature

8-9-01

Date

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

6

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

08/21/2001 TDIAZ1 00000101 1970002

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TRADEMARK  
REEL: 002352 FRAME: 0337

**IN THE UNITED STATES PATENT AND  
TRADEMARK OFFICE**

Applicant(s): **Compania Mexicana**      Docket No.: **14190.00058**  
Registration No.: **1,970,002**  
Issue Date: **4/23/96**  
Mark: **MEXSEASUN**

Box Assignments  
Commissioner of Patents and Trademarks  
Washington, DC 20231

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

**SQUIRE, SANDERS & DEMPSEY L.L.P.**, whose postal address is Two Renaissance Square, 40 North Central Avenue, Suite 2700, Phoenix, Arizona 85004-4440, United States of America, is designated as applicant's representative on whom notices or process in proceedings affecting the patent may be served.

**COMPANIA MEXICANA DE AVIACION, S.A.  
de C.V.**

Dated: AUGUST 8, 2001

By

  
CARLOS DE URIARTE  
Title: SENIOR VP INTERNATIONAL DIVISION

160199

TOTAL P.02



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U.S. Patent &amp; TMOfr/TM Mail Ropt Dt. #74

**TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT (hereinafter the "Agreement"), is made as of July 23,, 2001, by and between Apple Vacations West, Inc., an Illinois corporation located at 101 Northwest Point Boulevard, Elk Grove Village, Illinois 60007 (hereinafter "APPLE"), and Compania Mexicana de Aviacion, S.A.de C.V., a corporation organized and existing under the laws of Mexico, with its headquarters located at Xola 535, Colonia del Valle, Mexico, D.F. 03100 (hereinafter "MEXICANA") (collectively referred to as the "Parties").

WHEREAS, APPLE is the owner of U.S. common law trademark rights to the word mark MEXSEASUN; U.S. Registration No. 1,920,002, MEXSEASUN & Design, issued April 23, 1996; and the Internet domain name MEXSEASUN.COM (hereinafter collectively referred to as "MEXSEASUN Marks"); and

WHEREAS, on September 4, 1998, the Parties entered into a Tour Operator/Wholesaler Agreement, wherein MEXICANA desired APPLE, and APPLE agreed, to serve as an exclusive wholesale tour operator under the MEXSEASUN mark (hereinafter "MEXSEASUN Agreement"); and

WHEREAS, the MEXSEASUN Agreement provides for APPLE's assignment of the MEXSEASUN Marks upon written request of MEXICANA; and

WHEREAS, on or about June 1, 2001, MEXICANA provided to APPLE a written request for the assignment of the MEXSEASUN Marks, to be effective upon the cessation as of August 1, 2001 of APPLE providing reservations services for MEXICANA's MexSeaSun program; and

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WHEREAS, through December, 2001, APPLE will continue to operate the MexSeaSun program.

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein and in the MEXSEASUN Agreement, the Parties hereby agree as follows:

1. Effective as of August 1, 2001 (the "Effective Date") APPLE hereby assigns to MEXICANA all of the trademark and service mark rights, title and interests worldwide it may have in and to the designation MEXSEASUN, together with the goodwill represented thereby (hereinafter the "Assigned Rights"). This assignment includes any trademark or service mark rights APPLE may have in words consisting of derivations of the word "MEXSEASUN" that include in part the word "MEXSEASUN."

2. APPLE represents and warrants that:

(a) APPLE has not conveyed, transferred, licensed or encumbered any right, title or interest it may have in the Assigned Rights;

(b) APPLE is aware of no decision by any court or other tribunal which is adverse to any of the rights, title or interests APPLE may have in the Assigned Rights or to the validity or enforceability of the rights, title or interests it may have in the Assigned Rights and APPLE is not now aware of any claims by any third party asserted or which have been threatened to be asserted in litigation adverse to the Assigned Rights; and

(c) No third party has disputed APPLE's use of MEXSEASUN either in the United States or abroad.



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3. APPLE has placed no limitation or restriction on MEXICANA's rights to the Assigned Rights, except as hereinafter provided in paragraph 5 below.
4. APPLE agrees that it will not contest MEXICANA's ownership of the Assigned Rights or of the MEXICANA Trademarks in any legal action brought by MEXICANA against APPLE, or by APPLE against MEXICANA, relating to this Agreement or to the use of the designation MEXICANA provided herein.
5. As of the Effective Date, MEXICANA hereby grants to APPLE a royalty free, and non-assignable license to use the designation MEXSEASUN on a world-wide basis through December 31, 2001, only in connection with the fulfillment of services sold by APPLE prior to Effective Date, in connection with MEXICANA's MexSeaSun program, which shall be of the same quality as those services provided prior to the date of this Agreement. After the Effective Date, APPLE shall not sublicense its rights to use MEXSEASUN.
6. APPLE agrees that, after December 31, 2001, it shall refrain from using the designation MEXSEASUN as a trademark or service mark.
7. APPLE agrees that, if MEXICANA, in connection with an application to register MEXSEASUN in a foreign country, needs to record APPLE as a licensee or registered user or record the fact of its licensed use under the laws of a foreign country, APPLE will, from the Effective Date until December 31, 2001, execute additional documents required by such laws. MEXICANA shall be responsible for the preparation of such documents and shall reimburse APPLE for its reasonable expenses of such efforts, including attorneys' fees and personnel time expended.



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8. APPLE agrees to fully execute the requisite Registrant Name Change Agreement (hereinafter "Domain Name Agreement") transferring all rights, title, and interest in and to the MEXSEASUN.COM domain name to MEXICANA to take effect on the Effective Date. MEXICANA shall record the Domain Name Agreement with Network Solutions, Inc., the registrar of the domain name. APPLE agrees to execute such additional documents as may be reasonably necessary to transfer the domain name, if requested by MEXICANA in writing. MEXICANA shall bear the fees and costs associated with the domain name transfer, and shall reimburse APPLE for the reasonable expenses associated with the transfer of the domain name, including attorneys' fees.

9. Nothing in this Agreement shall be deemed or construed by MEXICANA, APPLE, or any third party, as creating a relationship of principal and agent, joint venture, or partnership between the parties hereto, and neither party shall so hold itself out. Nothing in this Agreement shall be construed as creating an assignment of current or future claims by third parties against either party relating to the use of the designation MEXICANA.

10. In the event APPLE is contacted by a third party with an objection to APPLE's use of MEXSEASUN or with a request for permission to use MEXSEASUN, APPLE will transmit such objection or request to MEXICANA.

11. This Agreement, together with the aforementioned MEXSEASUN Agreement, contains the entire agreement between the Parties relating to the subject matter herein, superseding all prior oral discussions and writings.

12. This Agreement cannot be altered or amended except by a writing duly executed by the party against whom such alteration or amendment is sought to be enforced.



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13. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.


14. This Agreement shall be interpreted under and shall be governed by Illinois law.

IN WITNESS WHEREOF, Compania Mexicana de Aviacion, S.A. de C.V and Apple Vacations West, Inc., have caused this Agreement to be executed by their duly authorized representatives.

COMPANIA MEXICANA DE AVIACION, S.A. de C.V.

By:   
Its: Carlos De Uriarte  
Senior Vice President Intl Div.  
Dated: August 2, 2001

APPLE VACATIONS WEST, INC.

By:   
Its: ALEC MICHISH  
VICE PRESIDENT CONTRACTING  
APPLE VACATIONS WEST INC.  
Dated: 7/25/01

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