03-27-2002

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G <u>12459.33/34US01-kla</u>



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102032613

To the Commissioner of Patents and Trademarks: Please record		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):	
ByeByeNow.com, Inc. 3 -12-02	Carlson Travel Network Associates, Inc. P.O. Box 59159 Carlson Parkway Minneapolis, MN 55459-8249 Individual(s) citizenship General Partnership Association Limited Partnership	
Individuals General Partnership Corporation-State of Florida Other: Other:	12 FB (
Additional name(s) of conveying party(ies) attached? Yes No		
3. Nature of conveyance: Assignment Security Agreement Other: Merger Change of Name	Individual(s) citizenship General Partnership Corporation-State of Minnesota Other: Individual(s) citizenship Association Limited Partnership	
Execution Date: June 4, 2001	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be separate document from Assignment)	
	Additional name(s) & address(es) attached? Yes No	
4. Application number(s) or trademark number(s):	D T 1 1 D N. (-)(M1-(a)	
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)	
	FIRST DISCOUNT TRAVEL - Reg. No. 2,147,531 FIRST DISCOUNT TRAVEL and Design - Reg. No. 1,959,584	
	rs attached? ☐ Yes ☒ No 6. Total number of applications and trademarks involved: 2	
Name and address of party to whom correspondence concerning document should be mailed:	7. Total fee (37 CFR 3.41): \$65.00	
Name: Paul A. Welter, Esq. Address: MERCHANT & GOULD P.C.	Enclosed Authorized to be charged to deposit account	
P.O. Box 2910 Minneapolis, MN 55402-0910		
Willineapons, Wilv 55 102 05 1	Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725	
DO NOT	USE THIS SPACE	
9. Statement and signature:	rmation is true and correct and any attached copy is a true copy of the	
To the best of my knowledge and belief, the longoning from original document.	1A1.15 2-28-02	
Paul A. Welter	Signature Date	
Name of Person Signing	Total number of pages including cover sheet, attachments, and document: $\underline{4}$	
Do n	ot detach this portion	
Mail documents to be recorded with required cover sheet information to: Commissions	er for Patents and Trademarks	
Box Assignments		
Box Assignments Washington, D.C. 20231 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing public burden reporting for this sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the analysis of the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the analysis of the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the analysis of the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the under the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the under the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the under the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the under the U.S		
Office of Management and Dauge	-	
3/26/2002 DBYRNE 00000099 2147531		
12 FC:481 40.00 DP 25.00 DP		

TRADEMARK REEL: 002469 FRAME: 0584

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 Schedulc 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: BycBycNow.com, Inc.
By: Its:	By: Cfo

GP:855896 vl

TRADEMARK REEL: 002469 FRAME: 0585

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 Enoumbrances; (2) the Assumption and Assignment of Certain Executory Contracts and in Connection Therowith and (3) the Back Up Bid, entered by the United States Bankruptcy Court for the Southern District of Florida on May 24, 2001.

AGREEMENT

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

Carlson Trayel Network Associates, Inc.	Assignor: BycBycNow.com, Inc.
By: CN/VI of Finance	By:

GP:855896 -1

TRADEMARK
REEL: 002469 FRAME: 0586

SCHEDULE A

Trademarks and Service Marks

MARK	SERIAL NO.	REGISTRATION NO.
FIRST DISCOUNT TRAVEL	7 5/ 2 48,897	2,147,531
FIRST DISCOUNT TRAVEL AND DESIGN	74/471,311	1,959,584

TRADEMARK
RECORDED: 03/12/2002 REEL: 002469 FRAME: 0587