

4/15/02

04-29-2002



102070866

To the Commissioner of Patents and Trademark

... documents or copy thereof.

1. Name of conveying party(ies):

Travel Professionals International, Inc.

- Individuals
- General Partnership
- Corporation-State of Kentucky
- Other: \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Corrected Assignment
- Merger
- Change of Name

Execution Date: June 4, 2001

2. Name and address of receiving party(ies):

Carlson Travel Network Associates, Inc.  
Carlson Parkway  
P.O. Box 59159  
Minneapolis, MN 55459-8249

OFFICE OF PUBLICATION RECORDS  
2002 APR 15 11:11:06  
FINANCE SECTION

- Individual(s) citizenship
- General Partnership
- Corporation-State of Minnesota
- Other: \_\_\_\_\_
- Association
- Limited Partnership

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):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

1,981,841 - Miscellaneous Design  
2,286,608 - VENUE  
1,598,936 - TRAVEL PROFESSIONALS INTERNATIONAL

Additional numbers attached?  Yes  No

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

Name: Paul A. Welter, Esq.  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41): \$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. 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:

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.

Paul A. Welter

Name of Person Signing

Signature

4-5-02

Date

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks  
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01 FC:481  
02 FC:482

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50.00 OP

TRADEMARK  
REEL: 002494 FRAME: 0027

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, between Carlson Travel Network Associates, Inc. ("Carlson") and Travel Professionals 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: \_\_\_\_\_

  
\_\_\_\_\_  
CEO/VP of Finance

Assignor: Travel Professionals International  
Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

GP:797822 v2



# SCHEDULE A

## Trademarks and Service Marks

MARK	SERIAL NO.	REGISTRATION NO.
MISCELLANEOUS DESIGN (balloon)	74/365,704	1,981,841
VENUE	75/439,249	2,286,608
TRAVEL PROFESSIONALS INTERNATIONAL	73/779,623	1,598,936
CLUB VENUE	75/439,261	-
TRAVEL & CRUISE PROFESSIONALS INTERNATIONAL	74/614,992	-