

07-08-2002

D

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



102147134

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):
EALING CORP

06/24/02

- Individual(s)
- General Partnership
- Corporation-State
- Other NEVADA
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: LOWESTFARE.COM, LLC
 Internal Address: _____
 Street Address: 10650 CHARLESTON BLVD
 City: LAS VEGAS State: NV Zip: 89135

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



06-24-2002

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

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
- Security Agreement
- Other PARTIAL RELEASE TO TRADEMARK SECUR
- Merger
- Change of Name

Execution Date: 4-19-02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/595,199
76/98971

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE
 Internal Address: C/O CSC
 Street Address: 80 STATE STREET
 City: ALBANY State: NY Zip: 12207

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 paid 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.

TONYA CHAPPLE
Name of Person Signing

Tonya Chapple
Signature

6-20-2002
Date

8

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

TRADEMARK FEE PROCESS RECEIVED
 2002 JUN 24 A.D. 4:8
 U.S. PATENT & TRADEMARK OFFICE

07/09/2002 TBIAZI 00000004 76248971
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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

TRADEMARK
REEL: 002538 FRAME: 0265

LOWESTFARE.COM, LLC
10650 West Charleston Blvd.
Las Vegas, NV 89135

June 3, 2002

Ealing Corp.
10650 West Charleston Blvd.
Las Vegas, NV 89135

Ladies and Gentlemen:

Lowestfare.com, LLC (the "Company") and Ealing Corp. (the "Lender") are parties to a series of Loan Agreements and related Security Agreements dated as of February 1, 2002, April 19, 2002, April 25, 2002, May 1, 2002 and May 31, 2002 pursuant to which the Lender has made a series of loans (the "Loans") to the Company. The Loans are secured pursuant to the Security Agreements by liens on and security interests in, among other collateral, the intellectual property owned by the Company.

The Company intends to sell certain intellectual property assets to priceline.com, Incorporated pursuant to an Asset Purchase Agreement, dated May 31, 2002 ("Asset Purchase Agreement") for \$500,000 (the "Purchase Price"). The Company hereby requests consent from Lender to sell the Purchased Assets (as defined in the Asset Purchase Agreement") and a release of the liens solely on the Purchased Assets.

The Lender agrees, upon the condition that the Purchase Price will be paid directly to an account of Lender designated by it, to consent to the transaction contemplated by the Asset Purchase Agreement and to, simultaneously with the receipt of a wire transfer of the Purchase Price in immediately available funds, release the liens solely on the Purchased Assets. The liens on and the security interest in all other Collateral (as defined in the Security Agreements) shall remain in full force and effect. The parties agree that the Purchase Price shall be applied as a partial repayment of a \$1,000,000 loan made by Lender to the Company on December 19, 2001.

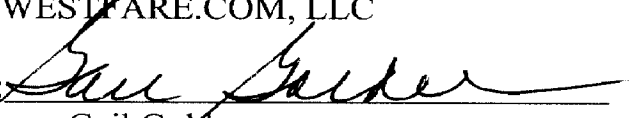
The parties agree that within two (2) weeks following receipt of the Purchase Price, Lender will file amendments to the UCC-1 Statements which are currently on file to evidence the release and termination of the Lender's lien on and security interest in the Purchased Assets. Upon request of the Company and at the Company's expense, the Lender agrees to take such further action as the Company may reasonably request to further evidence said release and termination.

If payment of the Purchase Price is not made to the Lender on or prior to end of business on June 3, 2002, this letter shall terminate.

This letter agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, including by electronic facsimile, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.


Very truly yours,

LOWESTFARE.COM, LLC

By: 
Name: Gail Golden
Its: Vice Chairman

Agreed to on the date
first above written:

EALING CORP.

By: 
Name: Edward Mattner
Its: Vice President

[Signature Page to Lowestfare.com, LLC Release dated June 3, 2002]

SECURED TRADEMARK LISTING

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Filed</u>	<u>Registered</u>
Lowestfare.com and Design	75/595149	2499345	39	11/25/1998	10/23/2001
Lowestfare.com Vacations	76/248971		39	04/30/2001	

Lowestfare.com, LLC April 19, 2002

RECORDED: 06/24/2002

TRADEMARK
REEL: 002538 FRAME: 0268