

07-15-2002

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

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

1. Name of conveying party(ies):
PleasureBreak Vacations, Inc.
7-8-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Nevada
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Mark Travel Corporation
Internal Address: _____
Address: _____
Street Address: 8907 North Port Washington Road
City: Milwaukee State: WI Zip: 53217
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Nevada
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 4/26/02 nunc pro tunc 12/31/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,537,700 2,235,103
2,444,655 2,189,975
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian G. Gilpin; Godfrey & Kahn, S.C.
Internal Address: _____
Street Address: 780 N. Water Street
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: **4**
7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies
8. Deposit account number:
07-1509
(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.
Brian G. Gilpin *Brian G. Gilpin* *July 1, 2002*
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: **3**



07/15/2002 GT0N11 00000042 1537700
01 FC:481 40.00 OP
02 FC:482 75.00 OP

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

TRADEMARK
REEL: 002542 FRAME: 0979

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, PleasureBreak Vacations, Inc., a Nevada corporation, having offices at 8907 North Port Washington Road, Milwaukee, WI 53217 (“Assignor”), has been the owner of the entire right, title and interest in and to the US Trademark Registrations listed below (hereinafter the “Trademarks”) and the goodwill of the business symbolized thereby:

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS
PLEASUREBREAK	US	1,537,700	05/02/89	Registered
	US	2,444,655	04/17/01	Registered
PLEASUREBREAK VACATIONS	US	2,235,103	03/23/99	Registered
	US	2,189,975	09/15/98	Registered

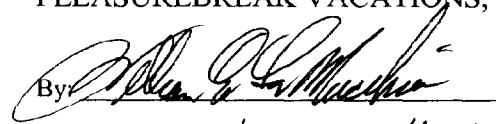
WHEREAS, The Mark Travel Corporation, a Nevada corporation, having offices at 8907 North Port Washington Road, Milwaukee, WI 53217 (“Assignee”), desires to confirm its acquisition of Assignor’s entire right, title and interest in and to the Trademarks worldwide, and the goodwill of the business symbolized thereby;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee and confirms its assignment to Assignee, his successors and assigns, effective as of December 31, 2001, all right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the registration thereof. This grant specifically includes, without limitation, all common law rights as may have been acquired by Assignor with respect to the

Trademarks or terms confusingly similar thereto, heretofore adopted or used by Assignor, as well as the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date of this Assignment.

Signed at Milwaukee, Wisconsin, this 26th day of April, 2002 and effective as of the 31st day of December, 2001. ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

PLEASUREBREAK VACATIONS, INC.

By: 

Print Name: William E. LaMarchia

Title: President

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