

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Casino Holiday, Inc.

- Individual(s)
- General Partnership
- Corporation-State - WI
- 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: 8/30/2001

2. Name and address of receiving party(ies)

Name: Vacation Together, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 8907 N. Port Washington Road

City: Milwaukee State: WI Zip: 53217

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Wisconsin
- 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) 1,635,740

Additional number(s) attached  Yes  No

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

Name: Brian G. Gilpin

Internal Address: Godfrey & Kahn, S.C.

Street Address: 780 North Water Street

City: Milwaukee State: WI Zip: 53202

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:

07-1509

**DO NOT USE THIS SPACE**

9. Signature.

Brian G. Gilpin

Name of Person Signing



Signature

Sept. 25, 2003

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

CH \$40.00 071509 1635740

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of August, 2001, by and among BEST WAY TOURS, INC. ("Best Way Tours"), BEST WAY TRAVEL, INC. ("Best Way Travel") and CASINO HOLIDAY, INC. ("Casino Holiday"), all of which are Wisconsin corporations (collectively "Sellers"); JOHN LARSON (the "Shareholder"), and VACATION TOGETHER, INC., a Wisconsin corporation (the "Purchaser").

WITNESSETH:

WHEREAS, Sellers own and operate travel businesses including a group charter and tour business, a retail travel agency (the "Agency"), a limousine service, and a printing operation (the "Businesses"); and

WHEREAS, Sellers desire to sell substantially all of the assets employed in connection with the Businesses, on the terms and conditions set forth herein; and

WHEREAS, the Shareholder is the sole shareholder of each Seller.

NOW, THEREFORE, Sellers, the Shareholder and the Purchaser, in consideration of the mutual promises hereinafter set forth, do hereby promise and agree as follows:

ARTICLE I

Assets To Be Purchased

1.1. Subject Assets. Subject to the terms and conditions set forth in this Agreement, Sellers shall sell to the Purchaser, and the Purchaser shall purchase from Sellers, at the Closing (as herein defined), all of the assets owned or used by Sellers in connection with the operation of the Business (except for the Excluded Assets described in Paragraph 1.2, below). Sellers acknowledge that the Purchaser intends to assign its purchase rights hereunder with respect to the assets comprising the limousine Business, as permitted by Paragraph 9.4, below, to La Macchia Acquisition, Inc. ("LAI"). The assets being sold include, without limitation, the following:

(a) All current assets whatsoever related to the Businesses ("Current Assets") which relate to Post-Closing Transactions (as such term is defined in Paragraph 3.3, below), including without limitation all cash, cash equivalents and investments which relate to Post-Closing Transactions, all funds being held in trust, all credit card, MCO and other accounts receivable, all customer and other deposits, and all prepaid assets.

(b) All computer and office equipment; all furniture and fixtures; all printing and parts inventories; all vehicles (except those included among the Excluded Assets); and all

other items of tangible personal property of the Businesses, including without limitation the items described on Schedule 1.1(b) attached hereto.

(c) All lists of referral sources, customers, suppliers and other parties with whom the Businesses transact or have transacted business, of every kind and description, wherever located.

(d) All supplies, packaging material, brochures and other marketing and sales literature, advertising materials, catalogues, consumable materials and other items of similar character of the Businesses of every kind and description, wherever located.

(e) All books, records, manuals and other written materials of the Businesses, including, without limitation, all records relating to bookings, personnel and payroll records, accounting records, purchase records, and correspondence, wherever located ("Records").

(f) All logos, trade names (including but not limited to "Best Way Travel," "Best Way Tours," "Best Way Limousine," "Best Way Printing" and "Casino Holiday"), trademarks, trademark registrations and any applications therefor, domain names, copyrights, copyright registrations and applications therefor, whether issued or pending, owned or used by the Businesses and all trade secrets and technical knowledge relating to the Businesses to which Sellers have any right of ownership, use or otherwise ("Intellectual Property Assets").

(g) To the extent their transfer is permitted by law, all governmental licenses, permits and approvals, and all certifications and memberships in organizations (collectively "Permits and Licenses"), owned or used by the Businesses and, to the extent permitted by law, the benefit of those Licenses and Permits owned or used by the Businesses which are not transferable.

(h) All right, title and interest of the Businesses in, to and under those contracts, purchase orders, and other agreements, arrangements and commitments of the Businesses ("Commitments") which the Purchaser has elected to assume, as set forth on Schedule 1.1(h) attached hereto ("Assumed Contracts"), and the use and benefit of those Commitments so identified on Schedule 1.1(h) which the Purchaser has elected not to assume (the "Interim Contracts").

(i) The goodwill, if any, of the Businesses.

All of the assets being purchased by the Purchaser described in this Paragraph 1.1 are hereinafter referred to as the "Subject Assets."

1.2. Excluded Assets. Notwithstanding the foregoing, the Subject Assets shall not include Current Assets other than those that relate to Post-Closing Transactions, nor shall the

constitute a penalty. Sellers further acknowledge that activities of the Shareholder will be imputed to Sellers for purposes of determining whether Sellers have violated the restrictions imposed by Paragraph 8.1, above. Therefore, if the Shareholder shall commit a material violation of the Noncompete and Nondisclosure Agreement between the Purchaser and the Shareholder, Sellers will be deemed to have violated the restrictions imposed by Paragraph 8.1, above, and the Purchaser shall be entitled to the remedies specified in this Paragraph 8.2.

8.3. Blue Pencil. To the extent any covenant under this Article VIII is found by a court of competent jurisdiction to be unreasonable in any respect, whether as to its scope or duration, the court may limit such scope or duration so as to render the covenant reasonable in light of the circumstances in which it was made and specifically enforce such covenant as so limited.

## ARTICLE IX

### Miscellaneous

9.1. Expenses. The parties hereto shall pay their own expenses, including, without limitation, accountants' and attorneys' fees incurred in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

9.2. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by telecopy, with confirmation of the transmission, or sent by reputable overnight courier service, or sent by the United States mail, postage prepaid, addressed as follows, or to such other address as shall be designated by notice duly given:

IF TO PURCHASER: c/o The Mark Travel Corporation  
Post Office Box 1460  
Milwaukee, Wisconsin 53201-1460  
Attn: Mr. William E. La Macchia  
Facsimile number: (414) 351-3267

WITH A COPY TO: Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, Wisconsin 53202-3590  
Attn: Mr. Richard S. Marcus  
Facsimile number: (414) 273-5198

AND TO: La Macchia Enterprises, LLC  
250 Coventry Court, Suite 300  
Milwaukee, Wisconsin 53217  
Attn: Mr. Gary Draeger  
Facsimile number: (414) 351-9645

IF TO A SELLER  
OR TO SHAREHOLDER:

Mr. John Larson  
W135 N8161 Greenhill Court  
Menomonee Falls, Wisconsin 53051  
Facsimile number: (\_\_\_\_) \_\_\_\_\_

WITH A COPY TO:

Mr. Jonathon V. Goodman  
135 West Wells Street  
Suite 340  
Milwaukee, Wisconsin 53203  
Facsimile number: (414) 287-1199

9.3. Entire Agreement. This Agreement and the schedules and exhibits attached hereto constitute the entire agreement between the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby.

9.4. Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by Sellers or the Shareholder without the prior written consent of the Purchaser. The Purchaser may assign its purchase rights hereunder with respect to certain of the Subject Assets and one or more of the Businesses to such affiliates of the Purchaser as the Purchaser may choose, including without limitation LAI. Any such assignee may enforce all of the rights of the Purchaser hereunder.

9.5. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective legal representatives, heirs, successors and assigns.

9.6. Paragraph Headings. The headings in this Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

9.7. Applicable Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

9.8. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. A facsimile copy of a signature of a party to this Agreement or any such counterpart shall be fully effective as if an original signature.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed and as to corporate parties, the corporate seal to be affixed by their officers thereunto duly authorized, as of the day, month and year first above written.

BEST WAY TOURS, INC.

By: John Larson  
John Larson, President

BEST WAY TRAVEL, INC.

By: John Larson  
John Larson, President

CASINO HOLIDAY, INC.

By: John Larson  
John Larson, President

John A. Larson  
John Larson, individually

VACATION TOGETHER, INC.

By: William E. La Macchia  
William E. La Macchia, Chairman

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