

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

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

<p>1. Name of conveying party(ies): Travel 800, LLC</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: Limited Liability Company - Delaware </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: National Leisure Group, Inc.</p> <p>Internal Address: Street Address: 100 Sylvan Road Suite 600</p> <p>City: Woburn State: MA Zip: 01801</p> <p> <input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other: </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: </p> <p>Execution Date: November 20, 2003</p>	
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<p>4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s):</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s): 1,813,249</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin A. Dugan Ropes & Gray LLP</p> <p>Internal Address: Atty. Dkt.: NALL-027 Street Address: One International Place</p> <p>City: Boston State: MA Zip: 02110</p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) </p> <p>8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Irina Mogilevich [Signature] 1/8/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

CH \$40.00 18-1945 1813249

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of November 20, 2003 (this "Assignment") between Travel 800, LLC, a Delaware limited liability company (the "Assignor"), and National Leisure Group, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Stock Sale and Purchase Agreement between MyTravel USA Holdings, Inc., MyTravel Group plc and Assignee dated as of October 20, 2003 (the "SSPA"), the Assignor has agreed to sell to the Assignee certain Acquired Companies and has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to Assignor's intellectual property related solely to the business of the Acquired Companies, including without limitation the trademarks, service marks, logos and brand names listed on the attached Schedule A and all trademark applications and registrations therefor (collectively, the "Mark").

NOW, THEREFORE, in consideration of the SSPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all rights, title, and interests in and to the Mark, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents and correspondence pertaining to the Mark in Assignor's possession or control, including all correspondence to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with prosecution or maintenance of the Mark. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation (such as executing and delivering additional assignments, affidavits and other documents, and providing information, documents and materials) reasonably necessary to obtain, perfect and defend the Mark in this or any foreign country.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.
5. Representations and Warranties. The Mark is owned by the Assignor free and clear of all Encumbrances, other than Permitted Encumbrances. To the Knowledge of the Assignor, no third party has infringed upon, misappropriated or otherwise violated the Mark.
6. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee or Assignee's parents, subsidiaries, customers, distributors, affiliates,

joint venturers, agents, employees, directors, successors or assigns, any claims, causes of action, rights of action or liabilities of any kind or nature, whether now existing or hereafter arising and whether known or unknown, that Assignor is, was or may be entitled to assert as a result of Assignor's ownership of the Mark.

7. Governing Law. This Assignment will be governed by and construed and interpreted in accordance with the substantive Laws of the State of New York, without giving effect to any choice of law or conflicts of law provision or rule that would cause the applications of the Laws of a jurisdiction other than New York.

8. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the SSPA.

Signature page follows

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

TRAVEL 800, LLC

By: John M. Bloodworth
Name: John M. Bloodworth
Title: *Manager*

State of New York)
County of New York)

ss.:

On this 20th day of November, 2003, before me, a Notary Public, personally appeared John M. Bloodworth to me known to be the Manager of TRAVEL 800, LLC and also known to me to be the person who executed the foregoing assignment on behalf of TRAVEL 800, LLC and acknowledged to me that such corporation executed the same.

Lucita J. Krahn
Notary Public

ACCEPTED:

LUCITA J. KRAHN
Notary Public, State of New York
No. 01KR4617954
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 31, 2005

NATIONAL LEISURE GROUP, INC.

By: Brod Gersdorn
Name: *Brod Gersdorn*
Title: *President*

State of New York)
County of New York)

ss.:

On this 20 day of November, 2003, before me, a Notary Public, personally appeared Brod Gersdorn to me known to be the President of NATIONAL LEISURE GROUP, INC. and also known to me to be the person who executed the foregoing assignment on behalf of NATIONAL LEISURE GROUP, INC. and acknowledged to me that such corporation executed the same.

Donald A. Filar
Notary Public
Notary Public, State of New York
No. 01FI4804622
Qualified in Richmond County
Commission Expires September 23, 2006

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

TRAVEL 800, LLC

By: [Signature]
Name: John M. Bloodworth
Title: Manager

State of New York)
County of New York)

ss.:

On this 20th day of November, 2003, before me, a Notary Public, personally appeared John M. Bloodworth to me known to be the Manager of TRAVEL 800, LLC and also known to me to be the person who executed the foregoing assignment on behalf of TRAVEL 800, LLC and acknowledged to me that such corporation executed the same.

[Signature]
Notary Public

LUCITA J. KRAHN
Notary Public, State of New York
No. 01KR4617954
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 31, 2005

ACCEPTED:

NATIONAL LEISURE GROUP, INC.

By: [Signature]
Name: Paul M. [unclear]
Title:

State of New York)
County of New York)

ss.:

On this 20 day of November, 2003, before me, a Notary Public, personally appeared Paul M. [unclear] to me known to be the President of NATIONAL LEISURE GROUP, INC. and also known to me to be the person who executed the foregoing assignment on behalf of NATIONAL LEISURE GROUP, INC. and acknowledged to me that such corporation executed the same.

[Signature]

KENNETH A. FILAR
Notary Public, State of New York
No. 01F14804822
Qualified in Richmond County
Commission Expires September 29, 2005

Schedule A

Mark

Mark	Jurisdiction	Serial Number/ Registration Number
1-800-CHEAP-CRUISE	United States	1,813,249