

FORM PTO-1594

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

TRADEMARKS ONLY

Patent and Trademark Office

(Rev. 02/01)

OME No. 0651-0027 (exp. 05/31/02)

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Heritage Group Limited BVI

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - British Virgin Islands
 Other _____

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

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

Name: Trek America Travel Limited
 Address: First Choice House
 London Road, Crawley
 West Sussex RH10 9GX England

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - England
 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: July 14, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,018,206

Additional numbers attached? Yes No

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

Jordan S. Weinstein, Esquire
 OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
 Attorneys at Law
 1940 Duke Street
 Alexandria, Virginia 22314
 OSMMN Ref: 248934US-56

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-2014
 (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.

Jordan S. Weinstein
 Name of Person Signing

Jordan S. Weinstein
 Signature

February 25, 2004
 Date

Total number of pages, including cover sheet, attachments, and document: 11

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

Director of the United States Patent and Trademark Office
 Mail Stop Assignment Recordation Services
 Alexandria, Virginia 22313

CH \$165.00 602014 1018206

**Recordation Form Cover Sheet
Additional Trademark Applications and Registrations**

Trademark	Application/ Registration No.
TREK ADVENTURES	1,057,948
TREK INTERNATIONAL	2,352,957
WHERE THE CROWDS CAN'T GO	2,492,781
TREK TIPS	2,194,881
FOOTLOOSE	2,508,311

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ASSIGNMENT OF SERVICEMARKS

WHEREAS, Heritage Group Limited BVI (the "Assignor") is a company organized and existing under the laws of the British Virgin Islands located at c/o First Floor, Bank of Nova Scotia Building, Wickhams Cay, Road Town, Tortola, British Virgin Islands, and has filed applications and obtained a United States Servicemark Registration for the servicemarks listed in the Schedule attached (the "Servicemarks"); and

WHEREAS, the Assignor is the sole owner of the Servicemarks; and

WHEREAS, Trek America Travel Limited (the "Assignee") is a company organized and existing under the laws of England and Wales located at First Choice House, London Road, Crawley, West Sussex, RH10 9GX and is desirous of acquiring the entire right, title and interest in the Assignor's right title and interest in the Servicemarks and all associated goodwill therein;

NOW; THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does hereby sell, assign and transfer unto said Assignee the entire right, title and interest that it has in and to said Servicemarks together with the goodwill or the business symbolized by said Servicemarks, all registrations therefore, and any other intellectual property rights pertaining thereto, claiming priority thereto, in and to the Servicemarks therein set forth, and in and to any other U.S., International and or Foreign servicemarks or other intellectual property now known or in the future that may issue on or claim priority to the application of the Servicemarks, and/or any division, continuation, reissue, renewal, re-exam thereof; and all rights to take action against, and to collect and keep all judgments for all past, present and future infringements of the Servicemarks and any other servicemark that may issue on said applications.

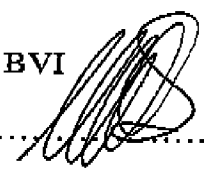
The Assignor hereby binds itself, its heirs, legal representatives, administrators and assigns properly to cooperate at at the reasonable cost of the Assignee in the Assignee's

recordation of title, maintenance, and protection of the Servicemarks, and to execute, without any further consideration or remuneration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made, and to communicate to said Assignee or its representatives and assigns all facts known to the undersigned respecting the Servicemarks, whenever reasonably requested, and to at at the reasonable cost of the Assignee testify in any interference proceeding or other legal proceedings in which the Servicemarks or any other servicemark which may issue on said applications may become involved.

The Commissioner of Patents and Trademarks is hereby requested to record this Assignment of Servicemarks to the Assignee.

Executed as of this 14th day of July 2003 at

Heritage Group Limited BVI

By: 

C. M. SHAW
Name

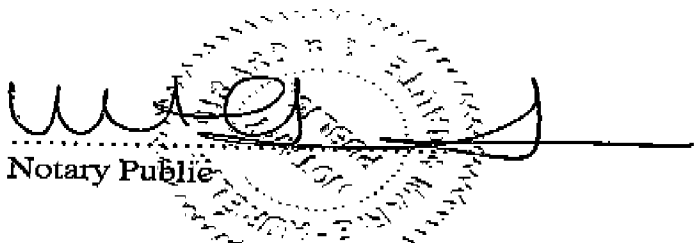
Director
Title

Attest:

....., Secretary

Before me personally appeared said CHRISTINE MARY SHAW and acknowledge the foregoing instrument to be her free act and deed this 14th day of July 2003.

(SEAL)



Handwritten signature of Marie-Aurèle Girard over a circular notary seal. The seal contains the text 'NOTARY PUBLIC' and 'STATE OF CALIFORNIA'.

Notary Public

MARIE-AURELIE GIRARD
NOTARY PUBLIC
FLUDMANS INC.
4th FLOOR BAKER SQUARE WEST
33 BAKER STREET
ROSEBANK JOHANNESBURG

SCHEDULE

Servicemark	Serial Number	Registration Number
"Trekamerica"	73 - 034,490	1,018,206
"Trek Adventures"	73 - 066,870	1,057,948
"Trek International"	75 - 084,569	2,352,957
"Where The Crowds Can't Go"	78 - 025,022	2,492,781
"Trek Tips"	75 - 255,561	2,194,881
"Footloose"	75 - 319,399	2,508,311





**DEED OF ASSIGNMENT OF
UNITED STATES OF AMERICA ("USA") INTELLECTUAL PROPERTY**

DATED 16 July 2003

PARTIES

- (1) **HERITAGE GROUP LIMITED BVI** a company registered in the British Virgin Islands under number 1702 and whose registered office is at c/o First Floor, Bank of Nova Scotia Building, Wickhams Cay, Road Town, Tortola, British Virgin Islands (the "Assignor");
- (2) **TREK AMERICA TRAVEL LIMITED** (registered no 04803471) whose registered office is at First Choice House, London Road, Crawley, West Sussex RH10 9GX (the "Assignee").

RECITALS

- (A) The Assignor is the owner of the Heritage USA Intellectual Property as defined in an agreement dated today between (1) Trek International Travel Limited (2) the Assignor (3) the Assignee and (4) First Choice Holidays plc (the "Asset Purchase Agreement") and as specified in the Schedule to this Deed.
- (B) By the Asset Purchase Agreement the Assignor has agreed to assign if requested to do so the Heritage USA Intellectual Property to the Assignee.

OPERATIVE PART

1. DEFINITIONS

- 1.1 Unless the context otherwise requires, terms defined in the Asset Purchase Agreement shall have the same meaning in this Deed.



2. ASSIGNMENT

2.1 In pursuance of the Asset Purchase Agreement and in consideration of the execution of this document as a deed the Assignor hereby assigns to the Assignee all the Heritage USA Intellectual Property with full title guarantee **TO HOLD** the same absolutely unto the Assignee.

2.2 The Assignor shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, at the reasonable cost of the Assignee, do, execute and perform all such further deeds, documents, assurances, acts and things as the Assignee may reasonably require by notice in writing to the Assignor to carry the provisions of this Deed into full force and effect.

3. GENERAL

3.1 The provisions of the Asset Purchase Agreement relating to Notices shall apply to this Deed.

3.2 The provisions of the Asset Purchase Agreement relating to Costs shall apply to this Deed.

3.3 The provisions of the Asset Purchase Agreement relating to Assignment shall apply to this Deed.

3.4 The provisions of the Asset Purchase Agreement relating to Variation, Waiver and Severability shall apply to this Deed.

3.5 The provisions of the Asset Purchase Agreement relating to Law shall apply to this Deed.

3.6 The provisions of the Asset Purchase Agreement relating to Counterparts shall apply to this Deed.

3.7 The provisions of the Asset Purchase Agreement relating to Third Party Rights shall apply to this Deed.

IN WITNESS whereof this Deed was duly executed and delivered the day and year first before written



SCHEDULE

USA Trade marks

Trade mark	Registration number	Classes of registration	Renewal date
FOOTLOOSE	2,508,311	39	20 November 2011
TREKAMERICA	1,018,206	39	11 August 2005
TREK ADVENTURES	1,057,948	39	1 February 2007
TREK INTERNATIONAL	2,352,957	41	29 November 2010
WHERE THE CROWDS CAN'T GO	2,492,781	39	25 September 2011
TREK TIPS	2,194,881	16	12 October 2008



EXECUTED as a DEED by
HERITAGE GROUP LIMITED
BVI acting by its duly appointed Attorney
in fact Mark Jeffrey Kaplan
and DELIVERED in the presence of :-

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)
)

J. Bonadas

Mark Jeffrey Kaplan

EXECUTED as a DEED by
TREK AMERICA TRAVEL
LIMITED and DELIVERED
in the presence of :-

)
)
)
)

Director

Director/Secretary



EXECUTED as a DEED by)
HERITAGE GROUP LIMITED)
BVI and DELIVERED in the presence of :-)

Director

Director/Secretary

EXECUTED as a DEED by)
TREK AMERICA TRAVEL)
LIMITED and DELIVERED)
in the presence of :-)

Director

Director/Secretary

O. L. VENN
ASB LOW, INNOVIS HOUSE,
108 HIGH STREET, CROWLEY,
WEST SUSSEX