

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World Yacht, Inc.		03/31/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	World Yacht L.L.C.
Street Address:	West 41st Street & Hudson River
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1473641	WORLD YACHT
Registration Number:	1480148	WORLD YACHT CRUISES
Registration Number:	1484860	ELEGANT DINING AFLOAT
Registration Number:	1582975	WORLD YACHT
Registration Number:	1607696	ELEGANT DINING AFLOAT
Registration Number:	1684090	ELEGANT DINING AFLOAT
Registration Number:	2215910	WORLD YACHT NEW YORK ELEGANT DINING AFLOAT
Registration Number:	2690166	WORLD YACHT

CORRESPONDENCE DATA

Fax Number: (800)232-1764
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2124481100
 Email: ochernin@mclaughlinstern.com
 Correspondent Name: McLaughlin & Stern, LLP
 Address Line 1: 260 Madison Avenue
 Address Line 2: Oliver R. Chernin, Esq.

CH \$215.00 1473641

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:

Oliver R. Chernin, Esq.

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of March 31, 2004, by and between World Yacht, Inc. ("Assignor") and World Yacht L.L.C. ("Assignee").

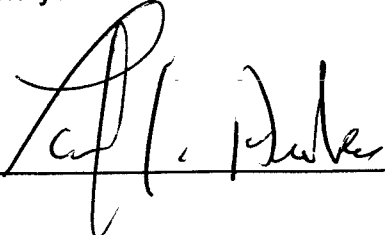
WHEREAS, Assignor has adopted, used and is using the marks listed on Schedule A hereto, which have been registered in the U.S. Patent and Trademark Office as detailed in Schedule A, and owns all right, title and interest to the same, including all goodwill and common law rights associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, including the goodwill associated therewith and any registrations or pending applications therefor;

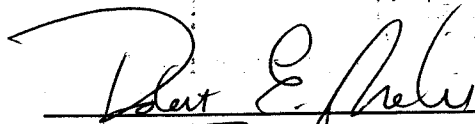
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Marks, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Trademarks may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.
2. Assignor agrees that the Assets as defined herein includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Trademarks.
3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.
4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

By: 
Name:
Title:

ACKNOWLEDGED:

By: 
Name: R Baker
Title: Sec + TRUST

Schedule A - United States Patent and Trademark Office Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registered</u>
WORLD YACHT	1,473,641	January 19, 1988
WORLD YACHT CRUISES (logo)	1,480,148	March 8, 1988
ELEGANT DINING AFLOAT	1,484,860	April 12, 1988
WORLD YACHT	1,582,975	February 13, 1990
ELEGANT DINING AFLOAT	1,607,696	July 24, 1990
ELEGANT DINING AFLOAT	1,684,090	April 21, 1992
WORLD YACHT NEW YORK		
ELEGANT DINING AFLOAT (logo)	2,215,910	January 5, 1999
WORLD YACHT (logo)	2,690,166	February 25, 2003

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