

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three-Five Systems, Inc.		09/27/2004	CORPORATION: ARIZONA

RECEIVING PARTY DATA	
Name:	Hospitality Partners, LLC
Street Address:	1500 West Shure Drive, Suite 175
City:	Arlington Heights
State/Country:	ILLINOIS
Postal Code:	60004
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78192517	AVT
Registration Number:	2879165	AVT

CORRESPONDENCE DATA	
Fax Number:	(312)521-2875
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-521-2775
Email:	asacharoff@muchshelist.com
Correspondent Name:	Much Shelist Freed Denenberg Ament & Rub
Address Line 1:	191 N Wacker Drive Suite 1800
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	4001678.0005
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NAME OF SUBMITTER:	Adam K Sacharoff
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Total Attachments: 5
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MEMORANDUM OF SALE AGREEMENT

1. **BUYER: Hospitality Partners, LLC**, 1500 West Shure Drive, Suite 175, Arlington Heights, ILLINOIS 60004
2. **SELLER: Three-Five Systems, Inc.**, 1600 N. Desert Drive Tempe ARIZONA 85281
3. **ITEMS TO BE SOLD:**
 - (a) U.S. Trademark Registration Number 2,879,165;
 - (b) U.S. Trademark Application Number 78/192,517; and
 - (c) Domain Name avt.com
4. **PAYMENT: \$11,000.00 (Eleven Thousand Dollars) payable at closing. Closing shall be within 5 business days of the date of this Agreement.**
5. **TERMS:**
 - (a) BUYER to receive payment from SELLER at closing.
 - (b) The "Date of this Agreement" shall be the date that SELLER executes this Memorandum of Sale.
 - (c) BUYER is responsible for all necessary recordings of this assignment with the United States Patent and Trademark Office at BUYER's expense.
 - (d) SELLER is responsible for any and all necessary executions and authorizations of transfer of the aforementioned domain name.
 - (e) Beginning on the Closing date, BUYER will include a hyperlink from BUYER's website located at www.avt.com to SELLER's website for one year from the Date of this Agreement. The parties will cooperate in establishing the hyperlink.
 - (f) BUYER will allow SELLER twelve months from the Date of this Agreement to remove any references to AVT from SELLER's website or other publicly distributed materials and to otherwise transition from using AVT.

Hospitality Partners, LLC
BY 

Three-Five Systems, Inc.
BY 

Name: Edmund A. Eisenberg

Name: George Pizaruk

Title: MANAGER

Title: General Counsel

Date: 9-27-04

Date: September 27, 2004

Assignment of Trademarks

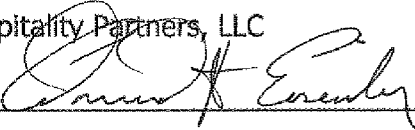
Three-Five Systems, Inc., a Delaware corporation, whose principal place of business is 1600 N. Desert Drive Tempe ARIZONA 85281 ("Assignor"), holds title to the Trademarks listed on Schedule "A", attached hereto. **Hospitality Partners, LLC**, an Illinois limited liability company, whose principal place of business is 1500 West Shure Drive, Suite 175, Arlington Heights, ILLINOIS 60004 ("Assignee") desires to obtain title and any and all interest Three-Five Systems has to said trademark properties.

Therefore, for the sum of \$1.00 plus other good and valuable consideration which are to be paid to Three-Five Systems at the closing of this agreement, Three-Five Systems hereby assigns to Hospitality Partners, its legal representatives, successors and assignees, its entire right, title and interest in said trademark properties and the goodwill represented thereby, including the right to claim priority, as fully and completely as the same would have been held by Three-Five Systems had this Assignment not been made.

AND for the same consideration, Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor will execute all documents necessary or required to effectuate the above at no cost to the Assignor but at the cost and expense of Assignee.

Hospitality Partners, LLC

BY



Name:

EDMUND A. EISENBERG

Title:

MANAGER

Date:

9-27-04

Three-Five Systems, Inc.

BY



Name: George Pizaruk

Title: General Counsel

Date: September 27, 2004

Assignment Domain Name

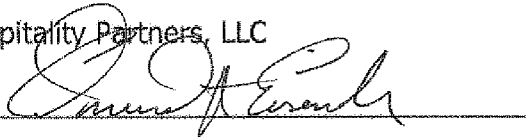
For the same good and valuable consideration, mentioned in relation to the Assignment of the Trademarks, Three-Five Systems hereby assigns, transfers and conveys to Hospitality Partners all of Three-Five Systems' right, title and interest in and to the Domain Name "AVT.COM" and Three-Five Systems' hereby releases and waives, for the benefit of Hospitality Partners, all of Three-Five Systems' right, title and interest in and to the Domain Name.

The Parties specifically agree that Three-Five Systems will not retain any ownership, copyright, trademark, or other intellectual property right or any right, title, or interest whatsoever in the Domain Name anywhere throughout the world, and that this Assignment constitutes a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Domain Name, whether currently existing or arising or recognized in the future to Three-Five Systems.

Three-Five Systems agrees to cooperate with Hospitality Partners and to follow Hospitality Partners' instructions in order to effectuate the transfer of the Domain Name in a timely manner, and will execute any documents required to effectuate the above to complete the transfer or to authorize the transfer of the Domain Name at no cost to Three-Five Systems.

Hospitality Partners, LLC

BY



Three-Five Systems, Inc.

BY



Name: EDMUND A. EISENBERG

Name: George Pissaruk

Title: MANAGER

Title: General Counsel

Date: 9-27-04

Date: September 27, 2004

SCHEDULE A

Trademarks



Mark:

U.S. Serial Number 78192517

Mark:

AVT

U.S. Registration Number 2,879,165