

6/16/04 U.S. PAT.

06-21-2004

Docket No. 14093.0001

TRADEMARK F



HEET

102771070

al document(s) or copy(ies).

TO: The Commissioner of Patents and Trade.

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
03 31 2002

Name Gorp.com, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Away.com, Inc.

DBA/AK/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 702 H Street, NW

Address (line 2) Suite 200

Address (line 3) Washington DC 20001  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

06/18/2004 DBYRNE 00000067 191565 2123268

01 FE:8521 40.00 DA  
02 FC:8522 50.00 DA

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_  
 Address (line 1) \_\_\_\_\_  
 Address (line 2) \_\_\_\_\_  
 Address (line 3) \_\_\_\_\_  
 Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number 703-770-7971

Name Eric T. Fingerhut  
 Address (line 1) 1650 Tysons Boulevard  
 Address (line 2) 13th Floor  
 Address (line 3) McLean, VA 22102  
 Address (line 4) \_\_\_\_\_

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 3

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
_____	_____	_____	<u>2123268</u>	<u>2121296</u>	<u>2554873</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Number of Properties** Enter the total number of properties involved. # 3

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

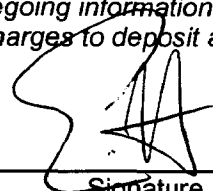
Deposit Account Number: # 19-1565

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Eric T. Fingerhut  
 Name of Person Signing

  
 Signature

June 16, 2004  
 Date Signed

## TRADEMARK ASSIGNMENT

This Assignment is made this 31st day of March, 2002, by Gorp.com, Inc., a Delaware corporation (hereinafter "Assignor").

WHEREAS, Assignor is the owner of and has the exclusive right to use the trademark applications, trademarks, trade names and service marks set forth in Appendix A to this Agreement (hereinafter "Assigned Marks"), subject to such exceptions as are disclosed in that certain Asset Purchase Agreement of even date herewith between Assignor, Assignee and the other parties named therein, together with the goodwill of the business in connection with which the Assigned Marks have been used, and the United States and Canadian Service Mark and Trademark Applications and Registrations of the Assigned Marks listed in Appendix A; and

WHEREAS, Away.com, Inc., a Delaware corporation (the "Assignee"), wishes to acquire all of Assignor's right, title and interest in and to the Assigned Marks, the goodwill symbolized thereby, all common law rights in the Assigned Marks, and the United States and Canadian Service Mark and Trademark Applications and Registrations thereof.

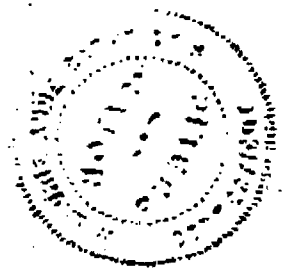
NOW, THEREFORE, for and in consideration of the promises and covenants set forth below and the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, the goodwill symbolized thereby, the business associated therewith, all common law rights in the Assigned Marks and any and all applications and registrations of the Assigned Marks, together with the right to recover for all past acts of infringement, dilution and/or other violations of Assignor's rights in the Assigned Marks including, but not limited to, all causes of action (at law or in equity) and all rights to sue, counterclaim, recover damages and obtain injunctions for past, present and future infringement, dilution or other violations of the Assigned Marks. The United

States Trademark Office and the Canadian Trademark Office are hereby authorized to forward to Assignee all such communications relating to the assigned Applications and Registrations which may be warranted by this Assignment.

GORP.COM, INC.

Signature: [Handwritten Signature]  
Name: ROBERTO BALLE  
Title: CEO

Connecticut  
STATE OF NEW YORK )  
Darien : Fairfield  
CITY OF NEW YORK )



Subscribed and sworn to before me this 15  
day of April, 2002.

[Handwritten Signature: Louis A. Katal]  
Notary Public

My Commission Expires:  
~~My Commission Expires~~  
March 31, 2005

