

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CP Franchising, Inc.		07/29/2005	CORPORATION: FLORIDA
Cruise Planners, Inc.		07/29/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	CP Franchising, LLC
Street Address:	3300 University Drive
Internal Address:	Suite 602
City:	Coral Springs
State/Country:	FLORIDA
Postal Code:	33065
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2609111	CP

CORRESPONDENCE DATA

Fax Number: (703)749-1301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (703) 749-1300
 Email: wadykas@gtlaw.com
 Correspondent Name: Steven J. Wadyka, Jr.
 Address Line 1: 1750 Tysons Boulevard
 Address Line 2: Suite 1200
 Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Steven J. Wadyka, Jr.
Signature:	/steven j. wadyka, jr./

CH \$40.00 2609111

Date:

08/02/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made this 29th day of July, 2005, between CP Franchising, Inc., a Florida corporation ("CPFI"), Cruise Planners, Inc., a Florida corporation ("CPI", together with CPFI, the "Assignors"), and CP Franchising, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, the Assignors are the owners of the trademarks set forth opposite such Assignors name on Schedule A annexed hereto ("the Marks");

WHEREAS, Assignee wishes to obtain from the Assignors all right, title and interest in and to the Marks, together with the business to which these Marks pertain, and all goodwill of the business symbolized by these Marks;

WHEREAS, the Assignors wish to convey, transfer, assign, deliver, and contribute to Assignee any and all of their right, title and interest in and to the Marks, together with the business to which these Marks pertain, and all goodwill of the business symbolized by these Marks; and

WHEREAS, the parties acknowledge that Assignee has the ability and resources to continue on in continuity with the past use of the Marks and maintain the goodwill created therein by the Assignors.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors, for themselves and their predecessors in title, if any, hereby convey, transfer, assign, deliver, and contribute to Assignee: (a) any and all of the Assignors right, title and interest in and to the Marks, together with the business to which these Marks pertain, and all goodwill of the business symbolized by these Marks; (b) any and all income, royalties, damages, and payments hereafter due or payable to the Assignors with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (c) any and all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. **Miscellaneous.**

(a) **Acknowledgment of Rights.** In furtherance of the Assignment, the Assignors acknowledge that, from this date forward, the Assignee has succeeded to any and all of their right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; (iii) defend and compromise and all such actions, suits, or proceedings relating to such transferred and assigned rights, title,

interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.


(b) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

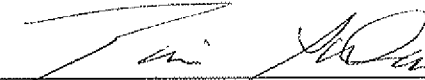
[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.


ASSIGNORS:
CP FRANCHISING, INC.

By: 
Name: Marvin Davis
Title: President

ASSIGNEE:
CP FRANCHISING, LLC

By: 
Name: Marvin Davis
Title: President

CRUISE PLANNERS, INC.

By: 
Name: Marvin Davis
Title: President

SCHEDULE A

TRADEMARKS

Registered Service Mark

<u>Owner</u>	<u>Service Mark</u>
CP Franchising, Inc.	CP (Reg. No. 2609111)

Common Law Trademarks and Service Marks

<u>Owner</u>	<u>Name</u>
CP Franchising, Inc.	CP Franchising
Cruise Planners, Inc.	Cruise Planners