

06-07-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 03/05)
USPS BMB Collection 0651-0027 (exp. 6/30/2005)



RECORDATION
TRADEMARKS ONLY
103016569

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

INTERNET WORLD BROADCASTING CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 2, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PEGASUS WEB DEVELOPMENT, LLC

Internal

Address: _____

Street Address: 15709 E. Palisades Boulevard

City: Fountain Hills

State: Arizona

Country: U.S.A. Zip: 85268

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,056,240

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TRAVEL CITY

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

Name: PEGASUS WEB DEVELOPMENT, LLC

Internal Address: Attn: JP Schrage

Street Address: 15709 E. Palisades Boulevard

City: Fountain Head

State: Arizona Zip: 85268

Phone Number: (602) 751-0545

Fax Number: _____

Email Address: jpschrage@yahoo.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

John Remon Wenzel
Signature

June 2, 2005

Date

John Remon Wenzel, Reg. No. 24,768

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PATENT & TRADEMARK OFFICE

06-02-05

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (hereinafter "Assignment") is made by INTERNET WORLD BROADCASTING CORPORATION, a Delaware corporation (hereinafter "Assignor").

This Assignment is made to PEGASUS WEB DEVELOPMENT, LLC, an Arizona limited liability company having an address of 15709 E. Palisades Boulevard, Fountain Hills, Arizona 85268 (hereinafter "Assignee").

This Assignment is made with reference to the following facts:

A. Assignor has adopted and used in commerce a certain trademark or service mark as shown in U.S. Trademark or Service Mark Registration No. 2,056,240 issued on or about April 22, 1997 on the Principal Register for the mark "TRAVEL CITY" (hereinafter "Trademark"), and is the registrant and present owner of the said Trademark.

B. Assignor has developed and/or caused to be developed the Trademark into a valuable asset that symbolizes and embodies substantial goodwill and consumer recognition in the marketplace.

C. Assignor wishes to sell and transfer to Assignee, and Assignee wishes to receive from Assignor, the entirety of Assignor's right, title and interest in and to the Trademark and all goodwill and consumer recognition related thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged, Assignor does hereby and herewith assign, transfer, sell and convey to Assignee all right, title, and interest in and to the Trademark, together with the aforesaid U.S. Trademark or Service Mark Registration No. 2,056,240 therefor, together with all goodwill and consumer recognition symbolized by and embodied in all and any of the foregoing, all to be held and enjoyed by Assignee (and by Assignee's successors, assigns, and legal representatives) to the end of the term or terms for which the Trademark is granted and all and any renewals thereof, all as fully and entirely as same would have been held and enjoyed by Assignor if this assignment had

not been made, together with all claims for damages and profits by reason of any past infringement of the Trademark, with the right to sue for and collect same for Assignee's own use (and for the use of Assignee's successors, assigns, and legal representatives).

Assignor shall be solely responsible for all costs and charges for the preparation of this present Assignment and for its recordation at the Patent and Trademark Office.

IN WITNESS WHEREOF and intending to be legally bound, said Assignor, by its undersigned duly authorized representative, has hereunto set its hand as noted below:

Date: June 2, 2005.



Clifford V. Aaron
Executive Vice
President and Director
INTERNET WORLD
BROADCASTING CORPORATION
(a Delaware corporation)
Assignor