

05-25-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/06)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103245053
TRADEMARKS ONLY

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

5-22-06

1. Name of conveying party(ies):

Tzell Travel & Tours, Inc.

- Individual(s)
- General Partnership
- Corporation- State: NY
- 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) _____

- Assignment
- Security Agreement
- Other correction of a registration no.
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tzell Travel, LLC

Internal Address: _____

Street Address: 119 West 40th Street

City: New York

State: New York

Country: U. S. A. Zip: 10018

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

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) 2,514,772

Additional sheet(s) attached? Yes No

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

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

Name: David Warmflash, Esq.

Internal Address: c/o Sexter & Warmflash, P.C.

Street Address: 115 Broadway

City: New York

State: NY Zip: 10006

Phone Number: 212-577-2800

Fax Number: 212-577-2865

Email Address: david@swnylaw.com

6. Total number of applications and registrations involved:

1

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

\$ 40

- 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:

David Warmflash
Signature

David Warmflash
Name of Person Signing

5/18/06
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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RECORDATION FORM COVER SHEET
TRADEMARK

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To the Honorable Commissioner of Patents and Trademarks: Please

Originally recorded cover sheet w/ Attachment

1. Name of conveying party(ies):

Tzell Travel & Tours, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - NY
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 17, 2003

2.1

Corporation-State
 Other Limited Liability Company-N.Y.

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,154,772

Additional number(s) attached Yes No

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

Name: David Warmflash, Esq.

Internal Address: c/o Sexter & Warmflash, P.C.

Street Address: 115 Broadway, 15th Floor

City: New York State: NY Zip: 10006

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

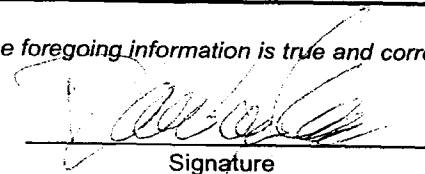
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

David Warmflash, Esq.
Name of Person Signing


Signature

11/21/03
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AND ASSUMPTION AGREEMENT

Assignment and assumption agreement ("Agreement") made this 17th day of July, 2003, by and between Tzell Travel & Tours, Inc. ("Assignor") and Tzell Travel, LLC ("Assignee").

WHEREAS, Assignor is the registered owner of a Service Mark, Registration No. 2,514,772 (the "Service Mark"); and

WHEREAS, Assignor desires to assign all its right, title and interest in and to the Service Mark to Assignee, and Assignee desires to acquire the same from the Assignor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the undersigned parties hereby agree as follows:

1. Assignment and Assumption of Service Mark. For and in consideration of \$10.00, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, all of Assignor's right, title and interest in and to the Service Mark. Assignee hereby assumes all of Assignor's right, title and interest in and to the Service Mark.

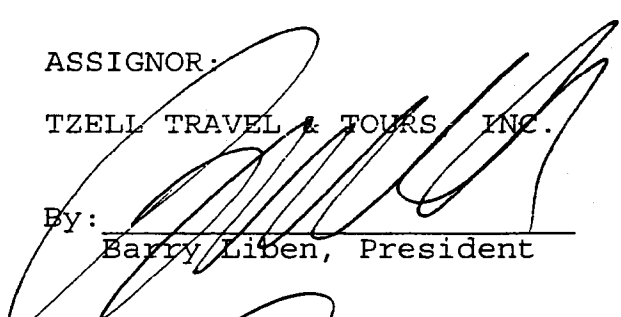
2. Costs All costs and expenses incurred in connection with the assignment of the Service Mark shall be Assignee's responsibility.

3. Other Documents. The parties hereto shall execute such other documents as may be necessary to carry out the intention of the parties as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

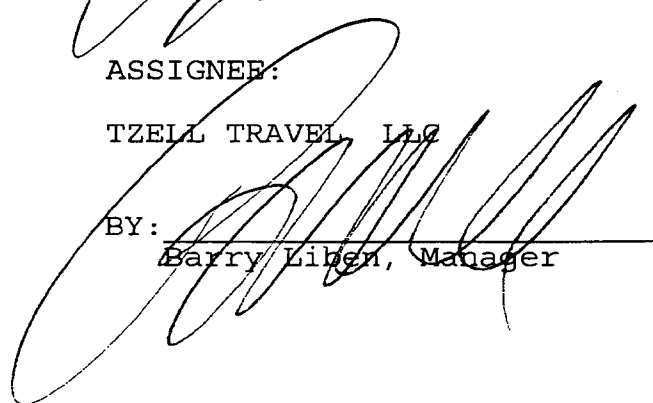
ASSIGNOR:

TZELL TRAVEL & TOURS INC.

By: 
Barry Liben, President

ASSIGNEE:

TZELL TRAVEL LLC

By: 
Barry Liben, Manager