

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
NetMedia, Inc.

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

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: WK Travel, Inc.
 Internal Address: _____
 Street Address: 150 East Flamingo Road, Suite E120
 City: Las Vegas
 State: Nevada
 Country: USA Zip: 89119

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Nevada
 Other _____ 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)

3. Nature of conveyance / Execution Date(s):
 Execution Date(s) Sept 21, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) 2947016

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
1TRAVEL.com; filing date: July 15, 1997

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Garbarini & Scher, P.C.
 Internal Address: _____
 Street Address: 432 Park Avenue South
9th Floor
 City: New York
 State: NY Zip: 10016-8013
 Phone Number: (212) 689-1113
 Fax Number: (212) 725-9630
 Email Address: YBar-Kokhba@garbarini-scher.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 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: [Signature]
 Name of Person Signing: Placido

Date: 8/5/08
 Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be filed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1468, Alexandria, VA 22313-1468

OP \$40.00 2947016

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between **WK Travel, Inc.**, a corporation formed in accordance with the laws of Nevada (the "Assignee"), and **NetMedia, Inc.**, a corporation formed in accordance with the laws of Pennsylvania (the "Assignor").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing an Intellectual Property Assignment Agreement to which this Assignment of the trademark **ITRAVEL.com**, which was filed in the United States Patent and Trademark Office on July 15, 1997, Trademark Registration No. 2947016;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration of ITRAVEL.com, together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee has acquired all rights, title and interest in and to the Trademark pursuant to an Asset Purchase Agreement between the Assignors corporate parent, Travrlogix, Inc., and the Assignee dated September 21, 2007.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration of ITRAVEL.com to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all

such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

NetMedia, Inc.

[Signature]
By: Phil Ferri

Title: CEO

STATE OF : New Jersey
COUNTY OF : Windsor

On this 5 day of May, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Phil Ferri, known by me to be the person of the above name and an officer of NetMedia, Inc., duly authorized to execute this Assignment on behalf of NetMedia, Inc., and who signed and executed the foregoing instrument on behalf of NetMedia, Inc.

Given under my hand and seal of office this 5 day of May, 2008.

My commission expires:

January 23, 2011
[Signature]

Notary Public

201 Washington Ave
Address
Washington NJ 07832

