

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
Worldpass Travel Group, LLC		03/11/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	International Student Tours, Inc.		
Street Address:	5080 Robert J. Mathews Parkway, Suite B		
City:	El Dorado Hills		
State/Country:	CALIFORNIA		
Postal Code:	95762		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2149266	GRAD WEEK	
Registration Number:	3281591	INVASION	
Registration Number:	3183920	INVASION SKI TOURS	
Registration Number:	3041573	USA EXECUTIVE SERVICES	
Registration Number:	2226908	USA EXECUTIVE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(916)930-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(916) 930-2558		
Email:	ann.pahk@bullivant.com		
Correspondent Name:	Ann Pahk		
Address Line 1:	1415 L Street, Suite 1000		
Address Line 2:	Bullivant Houser Bailey PC		
Address Line 4:	Sacramento, CALIFORNIA 95814		

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ATTORNEY DOCKET NUMBER:	26805-00007
NAME OF SUBMITTER:	Ann Pahk
Signature:	/Ann Pahk/
Date:	04/01/2009
Total Attachments: 3 source=TM Assignment Agreement#page1.tif source=TM Assignment Agreement#page2.tif source=TM Assignment Agreement#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into by Worldpass Travel Group, LLC, a California limited liability company ("Assignor"), with its principal place of business at 5080 Robert J. Mathews Parkway, El Dorado Hills, California 95762, as assignor, in favor of International Student Tours, Inc., a California corporation ("Assignee"), with its principal place of business at 5080 Robert J. Mathews Parkway, Suite B, El Dorado Hills, California 95762, as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor is the applicant and/or registrant of the certain trade and/or service Marks (collective known as the "Trademarks") as shown on the attached Exhibit A;

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement dated March 11, 2009 (the "Asset Purchase Agreement"), which, along with the promises contained therein, constitute mutual consideration for the promises herein; and

WHEREAS, in connection with the Asset Purchase Agreement, Assignee desires to acquire any and all rights and interests in and to the Trademarks and related rights.

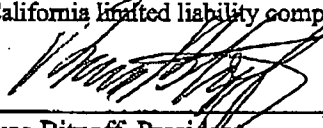
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee any and all rights, title and interests of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as Assignor's entire right, title and interest in and to all federal and state trade and service mark registrations of the Trademarks heretofore granted or applied for, and any and all common law rights to the Trademarks throughout the world, and any and all claims and demands it may have either at law or in equity arising out of any past infringements and uses of the Trademarks.

Assignor hereby constitutes and appoints Assignee as the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf and for the benefit of Assignee, to execute and take all actions and procedures necessary with the United States Patent and Trademark Office and any other government agency to transfer the Trademarks from Assignor to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized.

ASSIGNOR

Worldpass Travel Group, LLC
a California limited liability company



Bruce Bitnoff, President

Dated: 3-11-09

STATE OF CALIFORNIA)
) ss.
COUNTY OF El Dorado)

On March 12, 2009, before me, Michelle Rouleau a Notary Public in and for the State of California, personally appeared Bruce Bittoff who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and Official Seal.

Michelle L Rouleau
Notary Public, State of California

My Commission Expires: January 7, 2011

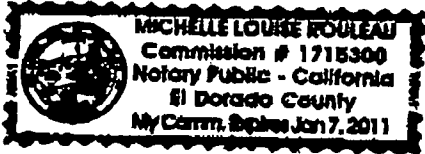


EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark	Serial Number	Registration Number	Registration Date
GRAD WEEK	75262601	2149266	April 7, 1998
INVASION	77026849	3281591	August 21, 2007
INVASION SKI TOURS	78901622	3183920	December 12, 2006
USA EXECUTIVE SERVICES	78541330	3041573	January 10, 2006
USA EXECUTIVE SERVICES	75406798	2226908	February 23, 1999