

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
Travelone International Network, L.L.C.		11/14/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	World Travel Investments, LLC		
Street Address:	500 N. Broadway Ste 129		
Internal Address:	c/o McBreen & Kopko		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3161519	TRAVELONE	
Registration Number:	1573888	TRAVEL ONE	
CORRESPONDENCE DATA			
Fax Number:	2128686983		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 868 6980		
Email:	mgiugliano@mklawnyc.com		
Correspondent Name:	Margaret Giugliano		
Address Line 1:	462 Seventh Ave.		
Address Line 2:	McBreen & Kopko 17th Fl		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	WK TRAVEL ONETRAVEL		
NAME OF SUBMITTER:	Margaret Giugliano, Attorney		

OP \$65.00 3161519

Signature:	/Margaret Giugliano/
Date:	12/19/2012
Total Attachments: 15 source=Assignment of Trademarks Travelone International Network#page1.tif source=Assignment of Trademarks Travelone International Network#page2.tif source=Assignment of Trademarks Travelone International Network#page3.tif source=Assignment of Trademarks Travelone International Network#page4.tif source=Assignment of Trademarks Travelone International Network#page5.tif source=Assignment of Trademarks Travelone International Network#page6.tif source=Assignment of Trademarks Travelone International Network#page7.tif source=Assignment of Trademarks Travelone International Network#page8.tif source=Assignment of Trademarks Travelone International Network#page9.tif source=Assignment of Trademarks Travelone International Network#page10.tif source=Assignment of Trademarks Travelone International Network#page11.tif source=Assignment of Trademarks Travelone International Network#page12.tif source=Assignment of Trademarks Travelone International Network#page13.tif source=Assignment of Trademarks Travelone International Network#page14.tif source=Assignment of Trademarks Travelone International Network#page15.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made this 14th day of November, 2012 between Travelone International Network, L.L.C., a Florida limited liability company (the "Assignor") and World Travel Investments, LLC, a Delaware limited liability company (the "Assignee").

RECITAL

In consideration of certain compensation to be made by Assignee to Assignor, the Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under (i) Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and tradenames for "Travelone" or "Travel One", including the United States Trademark Registration Numbers 1573888 and 3161519 and the Mexico Trademark Registration Number 844950, attached hereto as Exhibit 1 (the "Trademarks"), (ii) domain name registrations incorporating or derived from the Trademarks, including the domain names listed in Exhibit 2 (the "Domain Names"), and (iii) any good will associated with the Trademarks and Domain Names.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. In consideration of payment of the Purchase Price (defined below) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby irrevocably transfers and assigns any and all right, title, and interest in the Trademarks and Domain Names, and associated good will, effective as of payment of the Purchase Price, free and clear of any liabilities, claims, obligations and encumbrances.

2. Assignor and Assignee agree to: (a) furnish upon request to each other such further information, (b) execute and deliver to each other such other documents (including instruments of transfer and recordation), and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Assignment and the documents referred to in this Assignment without additional compensation due either party. This Assignment shall be for the benefit of the Assignor and Assignee, their respective individual partners and members, and successors and assigns.

3. The Assignor represents and warrants that (a) the Assignor has the right and power to enter into and fully perform this Assignment and that the same shall not contravene, conflict with, or result in a violation of the Assignor's organizational documents, any resolutions adopted by the Assignor's board of directors and any contracts between Assignor and a third-party (b) to the best of Assignor's knowledge, the Trademarks and Domain Name registrations do not violate any law or infringe or violate the rights of any person or entity, (c) the Assignee shall not be required to make any payments of any nature for or in connection with the assignment or transfer of the rights granted herein, except for payments specified in

paragraph 4 hereof, (d) the Assignor shall make its best efforts to provide any paperwork necessary for Assignee to record the Assignment of the Trademarks and Domain Names with the proper authorities in all the countries the Assignor has previously used the Trademarks and Domain Names, and (e) after the date of this Assignment, the Assignor shall stop any and all use of the Trademarks and Domain Names being transferred and shall not challenge the Assignee's use or right to use such Trademarks and Domain Names anywhere in the world. Notwithstanding the above representations and warranties, the Assignor makes no representation or warranty as to the Assignee's intended use of the Trademarks and Domain Names. "Knowledge" means the knowledge of each of Assignor's owners (including Hector Valdes), officers, directors and of each employee of Assignor having responsibility for the subject matter of a given representation, following a reasonably comprehensive investigation concerning the existence of such fact or other matter of such representation.

4. Upon receipt by Assignee of proof of reinstatement of Assignor as a Florida limited liability company (in accordance with laws of Florida), Assignee shall pay Assignor the sum of Seven Thousand Five Hundred (\$7,500.00 USD) United States Dollars ("Purchase Price") as full and complete compensation for the transfer of all rights in the Trademarks and Domain Names and the associated goodwill. All payments shall be made by certified check payable to the attorney trust account of Stratton, Feinstein & Associates, P.A.

5. Each party represents and warrants to the other that the signatories appearing below are the individuals duly authorized to execute this Assignment on behalf of each party hereto.

6. Indemnification by and of the parties is as follows:

(a) Assignor hereby indemnifies Assignee and agrees to defend and hold it harmless from and against any and all liability, loss, cost or damage (including reasonable attorney's fees incurred in defending or prosecuting any claim for any such liability, loss, cost or damage) arising out of or resulting from: (i) any breach by Assignor of any covenant, warranty, representation or agreement made by Assignor in this Assignment, or in any certificate or other instrument delivered to Assignee in connection with this Assignment, and (ii) any and all liabilities and obligations of every nature and description relating to Assignor's possession, use or ownership of the Trademarks and Domain Names on or prior to the date of this Assignment.

(b) Assignee hereby indemnifies Assignor and agrees to defend and hold it harmless from and against any and all liability, loss, cost or damage (including reasonable attorney's fees incurred in defending or prosecuting any claim for any such liability, loss, cost or damage) arising out of or resulting from: (i) any breach by Assignee of any covenant, warranty, representation or agreement made by Assignee in this Assignment, or in any certificate or other instrument delivered to Assignor in connection with this Assignment, and (ii) any and all liabilities and obligations of every nature and description relating to Assignee's possession, use or ownership of the Trademarks and Domain Names after the date of this Assignment.

7. This Assignment is the entire agreement of the parties hereto with respect to its subject matter and supersedes any and all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

8. All notices, requests, demands or other communications that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be deemed to have been duly given: (i) on the date of delivery, if personally delivered by hand, (ii) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) upon the date of delivery, if notice is sent by a nationally recognized overnight express courier or (iv) by fax upon written confirmation (including the automatic confirmation that is received from the recipient's fax machine) of receipt by the recipient of such notice:

If to Assignor, to:

Stratton, Feinstein & Associates, P.A.
Attn: Brett Feinstein
407 Lincoln Road
Suite 2A
Miami Beach, FL 33139
305-672-1038

If to Assignee, to:

McBreen & Kopko
Attn: Norman N. Bluth
500 N. Broadway, Suite 129
Jericho, NY 11753
Fax: (516)364-0612

9. Any provision of this Assignment may be amended, and only if, such amendment is in writing and signed by the parties. Any provision of this Assignment may be waived by the parties if the waiver is in writing and signed by the party to be bound.

10. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12. All of the terms and provisions of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, personal representatives, legal representatives, heirs, successors and permitted assigns whether so expressed or not.

13. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any party so confirming. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

14. The parties acknowledge that this is a negotiated agreement, and that in no event shall the terms of this Assignment be construed against either party on the basis that such party, or its counsel, drafted this Assignment.

15. This Assignment shall be construed in accordance with and governed by the law of the State of Florida without regard to the conflicts of law rules of such state.

16. The parties hereto submit to the non-exclusive personal jurisdiction of the State and Federal courts sitting in Miami, Florida, for purposes of any action or proceeding in relation to this Assignment (or the transactions herein contemplated), and hereby waive any objection to venue laid therein. Service of process in any such proceeding or action may be made by registered mail, return receipt requested, or by a recognized overnight delivery service (receipt requested), to the appropriate addresses for notice as specified in Section 8. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

17. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH OF THE PARTIES (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT SUCH OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

18. If any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Assignment nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. If any provision of this Assignment may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

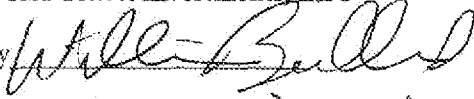
IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have caused this Assignment to be duly executed as of the day and year first written above.

World Travel Investments, LLC

By

Name

Title

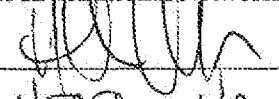

Name William Burrell
Title CFO

Travelone International Network, LLC.

By

Name

Title


Name Hector Valdes
Title MANAGER

TRADEMARK
REEL: 004923 FRAME: 0540

EXHIBIT 1

Int. Cls.: 9, 16, 35, 39 and 43

Prior U.S. Cls.: 2, 5, 21, 22, 23, 26, 29, 36, 37, 38, 50,
100, 101, 102 and 105

Reg. No. 3,161,519

United States Patent and Trademark Office

Registered Oct. 24, 2006

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER

TRAVELONE

TRAVELONE INTERNATIONAL NETWORK,
L.C. (FLORIDA LTD LIAB CO)
7930 N.W. 53 STREET SUITE 5105
MIAMI, FL 33166

FOR: COMPUTER PROGRAMS NAMELY FOR
DATABASE MANAGEMENT AND FOR USE AS A
SPREADSHEET; PRERECORDED DVDS CONTAIN-
ING INFORMATION ABOUT BECOMING AN IN-
DEPENDENT REFERRAL TRAVEL AGENT AND
MANAGING A TRAVEL AGENCY, IN CLASS 9 (U.S.
CLS. 21, 23, 26, 36 AND 38).

FIRST USE 11-5-1997; IN COMMERCE 11-5-1997.

FOR: PRINTED MATTER, NAMELY INSTRU-
TIONAL AND TEACHING MATERIAL, REGARD-
ING BECOMING AN INDEPENDENT REFERRAL
TRAVEL AGENT AND MANAGING A TRAVEL
AGENCY, IN CLASS 16 (U.S. CLS. 2, 5, 23, 29, 37, 38
AND 50).

FIRST USE 11-5-1997; IN COMMERCE 11-5-1997.

FOR: BUSINESS MANAGEMENT CONSULTAN-
CY, NAMELY OFFERING TECHNICAL ASSIS-
TANCE IN BECOMING AN INDEPENDENT
REFERRAL TRAVEL AGENT AND IN THE ESTAB-
LISHMENT AND/OR OPERATION OF A TRAVEL
AGENCY; PROVIDING INFORMATION ON BE-
COMING AN INDEPENDENT REFERRAL TRAVEL
AGENT AND MANAGING A TRAVEL AGENCY
VIA A WEBSITE ON THE INTERNET; MAIL ORDER

SERVICES, FEATURING MEN'S AND WOMEN'S
CLOTHING, PENS, PENCILS, NOTEPADS, LICENSE
PLATES, KEY CHAINS, FOLDERS, BROCHURES,
VIDEOS, MUGS, CAMERAS, WALLETS TO PRO-
MOTE INDEPENDENT REFERRAL AGENT AND
TRAVEL AGENCIES, IN CLASS 35 (U.S. CLS. 100, 101
AND 102).

FIRST USE 11-5-1997; IN COMMERCE 11-5-1997.

FOR: TRAVEL SERVICES, NAMELY MAKING
RESERVATIONS AND BOOKINGS FOR TRANS-
PORTATION AND TRAVEL GUIDE SERVICES, IN
CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 11-5-1997; IN COMMERCE 11-5-1997.

FOR: TRAVEL AGENCY SERVICES, NAMELY
MAKING RESERVATIONS AND BOOKING FOR
TEMPORARY LODGING, IN CLASS 43 (U.S. CLS.
100 AND 101).

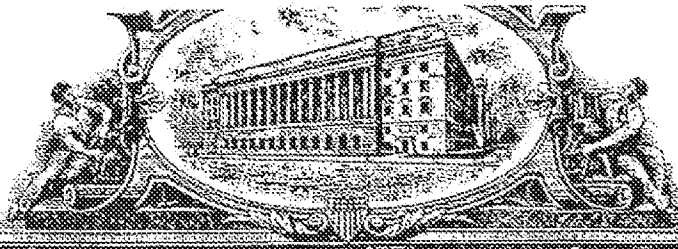
FIRST USE 11-5-1997; IN COMMERCE 11-5-1997.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

SER. NO. 78-348,752, FILED 1-7-2004.

DAVID MURRAY, EXAMINING ATTORNEY

70522107



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

September 28, 2006

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,573,888 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *December 26, 1989*

1st RENEWAL FOR A TERM OF 10 YEARS FROM *December 26, 1999*

SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

TRAVELONE INTERNATIONAL NETWORK, L.C.

By Authority of the

Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

L. EDELEN
Certifying Officer



Int. Cl.: 39

Prior U.S. Cls.: 109 and 105

Reg. No. 1,573,888

United States Patent and Trademark Office

Registered Dec. 28, 1989

10 Year Renewal

Renewal Term Begins Dec. 28, 1999

SERVICE MARK
PRINCIPAL REGISTER

TravelOne

AMERICAN EXPRESS TRAVEL ONE,
INC. (DELAWARE CORPORATION)
200 VESSEY STREET
NEW YORK, NY 10281, BY ASSIGN-
MENT CHERRY HILL TRAVEL
AGENCY (NEW JERSEY CORPORA-
TION) MT. LAUREL, NJ

FOR: TRAVEL AGENCY SERVICES,
IN CLASS 39 (U.S. CLS. 109 AND 105).
FIRST USE 9-5-1985; IN COMMERCE
9-5-1985.
SER. NO. 71-801,176, FILED 5-16-1989.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Mar. 7, 2000.*

COMMISSIONER OF PATENTS AND TRADEMARKS

Int. Cl.: 39

Prior U.S. Cls.: 100 and 105

Reg. No. 1,573,888

United States Patent and Trademark Office Registered Dec. 26, 1989

SERVICE MARK
PRINCIPAL REGISTER

TravelOne

CHERRY HILL TRAVEL AGENCY (NEW
JERSEY CORPORATION)
921 PLEASANT VALLEY AVENUE
MT. LAUREL, NJ 08054

FIRST USE 6-0-1985 IN COMMERCE
6-0-1985.

SER. NO. 73-801,370, FILED 5-16-1989.

FOR: TRAVEL AGENCY SERVICES, IN
CLASS 39 (U.S. CLS. 100 AND 105).

CRAIG D. TAYLOR, EXAMINING ATTORNEY

TITULO DE REGISTRO DE MARCA

Titular TRAVEL ONE INTERNATIONAL DE MEXICO S.A. DE C.V.

Nacionalidad MEXICANA
Domicilio MONTECITO # 38 PISO 12 OFNA. 27, COL. NAPOLES
MEXICO, D.F. 03810 MEXICO
Establecimiento MONTECITO # 38 PISO 12 OFNA. 27, COL. NAPOLES
MEXICO, D.F. 03810 MEXICO

Marca 844950 **Tipo de Marca** MIXTA

Signo distintivo TRAVEL ONE y Diseño

Clase 43
Se aplica a RESERVA DE HOTELES, HOSPEDAJE TEMPORAL



Record #
Expediente 658180
Fecha de presentación MAY 13, 2004
Hora 16:11

Clasificación de Viena 1.5.2, 27.1.12

Instituto
Mexicano
de la Propiedad
Industrial

El presente título se emite con fundamento en los artículos 1º, 6º fracción III, 7º bis 2, 125 y 126 de la Ley de la Propiedad Industrial, publicada en el Diario Oficial de la Federación el 2 de agosto de 1994; 1º, 3º fracción V inciso b), 4º, 11, 13 fracción III y Primero Transitorio del Reglamento del Instituto Mexicano de la Propiedad Industrial, publicado en el Diario Oficial de la Federación el 14 de mayo de 2002; 1º y 6º inciso a) del Acuerdo que delega facultades en los Directores Generales Ajenos, Coordinador, Directores Divisionales, Titulares de las Oficinas Regionales, Subdirectores Divisionales, Coordinadores Departamentales y otros subalternos de este Organismo; publicado en el Diario Oficial de la Federación el 15 de mayo de 2002.

Los efectos de este registro tienen una duración de diez años contados a partir de la fecha de presentación y el mismo es renovable de acuerdo a las disposiciones legales aplicables.

MEXICO, D.F. A 29 DE JULIO DE 2004.

COORDINADOR DEPARTAMENTAL DE EXAMEN DE MARCAS 'B'

[Handwritten Signature]
LIC. ANDELA CISNEROS MEDINA



20040247646

DMR/54283

EXHIBIT 2

TRAVELONE.NET

TRAVELONEINTERNATIONAL.COM

Mercedes Ozcan

From: Norman Bluth
Sent: Monday, December 17, 2012 4:22 PM
To: Mercedes Ozcan
Subject: FW: Assignment of Trademark
Attachments: sharp@mklawny.com_20121114_181411.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Norman N. Bluth
Partner - Aviation and Travel Group
McBreen & Kopko
500 N. Broadway, Suite 129
Jericho, NY 11753
Tel. (516) 364-1095
Cell. (516) 524-3370
Fax. (516) 364-0612

All or a portion of this communication may constitute a confidential communication between lawyer and client, or among lawyers serving the same or different clients. Therefore, no recipient hereof may re-transmit or otherwise publish this communication without the express approval of sender. If you have received this communication in error, please notify sender and delete. Service of legal papers of any type whatsoever by e-mail is not permitted, unless authorized in advance in writing.

IRS CIRCULAR 230 DISCLOSURE:

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: Norman Bluth
Sent: Monday, December 10, 2012 4:20 PM
To: Margaret Giugliano
Subject: FW: Assignment of Trademark

See the attached.

Norman N. Bluth
Partner - Aviation and Travel Group
McBreen & Kopko
500 N. Broadway, Suite 129
Jericho, NY 11753
Tel. (516) 364-1095
Cell. (516) 524-3370
Fax. (516) 364-0612

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From: Norman Bluth
Sent: Wednesday, November 14, 2012 5:38 PM
To: brett@srllawfirm.com
Cc: eli@leonlawgroup.com
Subject: Assignment of Trademark

Brett,

See the attached execution copy of the Assignment, which, as discussed and agreed, will be held in escrow pending reinstatement of the Assignor entity.

In regard to the Mexican Trademark Registration 844950 that Hector provided to you, and you in turn provided to me, please note that such registration is held in the name of TRAVEL ONE INTERNATIONAL DE MEXICO S.A. DE C.V. As such, assignment of this registration via the Assignment may not be legally effective/enforceable as the Assignor under the Assignment is Travelone International Network, LLC. Can you please reach out to Hector and ask him who owns TRAVEL ONE INTERNATIONAL DE MEXICO S.A. DE C.V. Unless you learn otherwise, I believe TRAVEL ONE INTERNATIONAL DE MEXICO S.A. DE C.V. will need to be added to the Assignment as Assignor (or a separate assignment executed to cover this registration – separate assignment but same language) for the purpose of transferring the Mexican Registration to Assignee. Let me know what Hector has to say on this subject and your thoughts overall. In any event, it should be a very quick fix, if needed.

Lastly, we need to discuss the mechanics of transferring the Domain Names.

I will call you tomorrow. Thank you.

Norman N. Bluth
Partner - Aviation and Travel Group
McBreen & Kopko
500 N. Broadway, Suite 129
Jericho, NY 11753
Tel. (516) 364-1095
Cell. (516) 524-3370
Fax. (516) 364-0612

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