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torney Docket No.G00685/20003 (DRW):

Form PTO-1594
(Rev.03/01)
OMB No.0651-0027 (exp. 5/31/2002)



102234561

FEET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commission

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) Tamarind Group, Inc. State of Incorporation - Vermont Additional name(s) of conveying party(ies) attached? NO</p>	<p>2. Name and address of receiving party(ies): Name: Travel Ventures, Inc. Street Address: 347 Congress Street Boston, MA 02210 State of Incorporation - Massachusetts If assignee is not domiciled in the United States, a domestic representative designation is attached. (Designations must be a separate document from assignment.) Additional name(s) & address(es) attached? NO</p>
<p>3. Nature of conveyance: Other - Assignment Execution Date: November 30, 1997</p>	

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

A. Trademark Application No(s):	B. Trademark Registration No(s): 1,210,036
Additional number(s) attached? NO	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Douglas R. Wolf Wolf, Greenfield & Sacks. P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved: 1</p>
	<p>7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed If the enclosed fee is insufficient, the Commissioner is authorized to charge the fee to the account of the undersigned.</p>
<p>8. Deposit account number: 23/2825</p>	

DO NOT USE THIS SPACE

9. Signature

Douglas R. Wolf		September 18, 2002
Name of Person Signing	Signature	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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

09/25/2002 DBYRNE 00000173 1210036
01 FC:481 40.00 DP

TRADEMARK
REEL: 002589 FRAME: 0603

GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

This GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT (this "Bill of Sale"), dated as of December 1, 1997 from Travel Ventures, Ltd., a Vermont general partnership (the "Seller"), Tamarind Group, Inc., a Vermont corporation ("Tamarind") and Travent, Ltd., a Delaware corporation ("Travent," collectively with Tamarind, the "General Partners," and collectively with Tamarind and the Seller, the "Selling Entities") to Travel Ventures, Inc., a Massachusetts corporation (the "Purchaser").

WITNESSETH THAT:

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of October 15, 1997 (the "Purchase and Sale Agreement") by and among the Seller, Travent, Tamarind and the Purchaser, as the assignee of Grand Circle Travel, Inc., a Massachusetts corporation, the Seller has agreed to, and the General Partners have agreed to cause the Seller to sell, transfer and deliver to the Purchaser, and the Purchaser has agreed to purchase, acquire and accept from the Seller, substantially all of the Seller's assets;

NOW THEREFORE, in consideration of the premises, and of the consummation by the parties thereto of the transactions contemplated by the Purchase and Sale Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

1. The Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser all of Seller's supplies, furniture, fixtures and equipment, tour equipment, computer software, bicycles and bicycle parts, tools, customer lists, databases, contracts, commitments, leases, agreements, intangible assets, all of the Seller's interest in S.A.R.L. Locovelo, goodwill and all other assets, tangible or intangible, of the Seller used or usable in connection with its owning and operating the Business, including without limitation, those listed or described on Exhibit A hereto, and, in addition, the exclusive right to use the names listed in Section 3.1 of the Purchase and Sale Agreement (the "Transferred Assets," which term does not include the Excluded Assets, as such term is hereinafter defined).

TO HAVE AND TO HOLD all and singular the said assets, properties and rights unto the Purchaser, and its successors and assigns forever, together with all and singular the properties, assets, rights, members and appurtenances thereto belonging or in any way incident or appertaining thereto.

IN WITNESS WHEREOF, each of the Seller, Travent and Tamarind has caused this Bill of Sale to be executed and sealed in its name and on its behalf by an officer duly authorized, on and as of the day and year first above written.

TRAVEL VENTURES, LTD.

[CORPORATE SEAL]

By Tamarind Group, Inc., General Partner

ATTEST:

By: _____
William Perry, President

[CORPORATE SEAL]

By Travent, Ltd., General Partner

ATTEST:

By: _____
Name: *Robert Thomas*
Title: _____

[CORPORATE SEAL]

TAMARIND GROUP, INC.

ATTEST:

By: _____
William Perry, President

[CORPORATE SEAL]

TRAVENT, LTD.

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A
TO BILL OF SALE

TRANSFERRED ASSETS

Fixed Assets on accompanying Exhibit A-1

License Agreement with Tauck Tours, Inc.

Lease Agreement dated January 1, 1996, by and between Orange Realty Corporation (as Lessor) and Travel Ventures, Ltd. (as Lessee) for the Lease of premises located at 119 North Madison Road in the Town of Orange, Virginia.

Interest of Travel Ventures, Ltd. in S.A.R.L. Locovelo, including the existing Lease dated October 1, 1988 for certain premises located in Volnay, France.

Tradenames as follows: VCC Four Seasons Cycling
 Vermont Walking Vacations
 Travel Ventures, Ltd.
 Vermont Country Cyclers
 Vermont Bicycle Touring
 Vermont Hiking Holidays
 Vermont Outdoor Vacations

Databases, customer lists, contracts, commitments, leases, agreements and all assets, tangible or intangible, of the Seller used or usable in connection with its owning and operating the Business.