

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GET Travel Group, LLC		08/01/2005	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Worldpass Travel Group, LLC		
<b>Street Address:</b>	5080 Robert J. Mathews Parkway		
<b>City:</b>	El Dorado Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95762		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78658423	DESTINATIONS NETWORK	
<b>Serial Number:</b>	78658420	ADVENTURES AMERICA	
<b>Serial Number:</b>	78680863	MUSICAMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(972)473-6606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	972-628-3597		
<b>Email:</b>	jr@rowlettlaw.com		
<b>Correspondent Name:</b>	John R. Rowlett		
<b>Address Line 1:</b>	13155 Noel Road Ste 1880		
<b>Address Line 4:</b>	Dallas, TEXAS 75240		
<b>NAME OF SUBMITTER:</b>	John R. Rowlett		
<b>Signature:</b>	/John R. Rowlett/		

OP \$90.00 78658423

Date:

10/07/2005

**Total Attachments: 3**

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## SERVICE MARK ASSIGNMENT

**THIS SERVICE MARK ASSIGNMENT** (the "Assignment") is entered into on August 1, 2005 by GET Travel Group, LLC, a Texas limited liability company ("Assignor"), with its principal place of business at 3355 Vincent Road, Pleasant Hill, CA 94523, in favor of WorldPass Travel Group, LLC, a California limited liability company ("Assignee"), with its principal place of business at 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, with reference to the following facts and circumstances:

### RECITALS

**WHEREAS**, Assignor represents that it is the owner, applicant and/or registrant of certain Service Marks (collective known as the "Service Marks") as shown on the attached Exhibit A;

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Contribution Agreement dated as of June 1, 2005 (the "Asset Contribution Agreement"), which, along with the promises contained therein, constitute mutual consideration for the promises herein; and

**WHEREAS**, in connection with the Asset Contribution Agreement, Assignee desires to acquire any and all rights and interests in and to the Service Marks and any related intellectual property rights associated therewith.

**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 Service Marks, together with the goodwill of the business symbolized by the Service Marks, as well as Assignor's entire right, title and interest in and to all federal and state service mark registrations of the Service Marks heretofore granted or applied for, and any and all common law rights to the Service Marks 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 Service Marks.

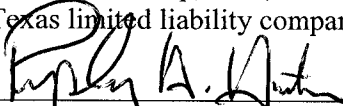
In addition, the Assignor hereby agrees to assign all rights, title and interests to the mark THE MEETING NETWORK (the "TMN Mark") together with such goodwill and domain name www.themeetingsnetwork.com associated with the TMN Mark to the Assignee in the event that the TMN Mark reverts back to Assignor pursuant to the terms and conditions of the letter agreement dated May 16, 2005 by and between the Assignor and Ms. Wendy Hand.

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 applicable government agency to transfer the Service Marks and/or the TMN Mark from Assignor to Assignee.

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

### ASSIGNOR

GET Travel Group, LLC,  
a Texas limited liability company

  
\_\_\_\_\_  
Ripley H. Hunter, President

Dated: August 1, 2005

STATE OF California )  
COUNTY OF Contra Costa ) ss.

On July 29, 2005, before me, MICHAEL C. TENNOW, a Notary Public in and for the State of California, personally appeared Ripley Hunter, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and Official Seal.

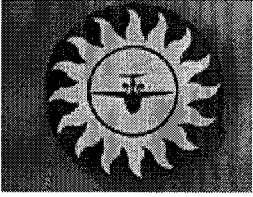


Michael C. Tennow  
\_\_\_\_\_, Notary Public

My Commission Expires: 5-13-2008

**EXHIBIT A**

**SERVICE MARKS TO BE ASSIGNED**

<b>Mark:</b>	<b>Date of First Use:</b>	<b>Date of First Use in Interstate Commerce:</b>	<b>Registration</b>
GET	8/20/90	8/20/90	N/A
GET TRAVEL	8/20/90	8/20/90	N/A
	12/1/03	12/1/03	N/A
INVASION	4/1/96	4/1/96	CA47975
INVASION TOURS	4/1/96	4/1/96	N/A
GET TRAVEL SERVICES	4/1/96	4/1/96	N/A
GET TRAVEL EVENTS	6/1/04	6/1/04	N/A
GET TRAVEL SPORTS	6/1/04	6/1/04	N/A
GRADUATE TOURS	1/1/86	1/1/86	N/A
GET SET VACATIONS	4/1/96	4/1/96	N/A
DESTINATIONS NETWORK	12/1/03	12/1/03	78658423 (pending)
ADVENTURES AMERICA	1/1/99	1/1/99	78658420 (pending)
MUSICAMERICA	6/1/02	6/1/02	78680863 (pending)