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Form PTO-1595 (Rev. 10/02)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

22386 U.S. PTO 10/880596

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1. Name of conveying party(ies):

7-1-04

- 1) Simon LEWIS
- 2) Amir MESKOVIC
- 3) Hassnain CHAGANI

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Emirates

Internal Address: \_\_\_\_\_

Street Address: c/o Emirates Group Legal Department

P.O. Box 686

City: Dubai State: UAE Zip: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 1) 6/30/04 2) 6/30/04 3) 6/30/04

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

10880596

If this document is being filed together with a new application, the execution date of the application is: See 1

A. Patent Application No.(s)

B. Patent No.(s)

To Be Assigned

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Michael B. Ray

Street Address: 1100 New York Avenue, N.W.

City: Washington State: D.C. Zip: 20005-3934

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-0036

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

George S. Bardmesser  
Name of Person Signing

Signature

7/1/04  
Date

Total number of pages including cover sheet, attachments, and documents: 4

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PATENT  
REEL: 015543 FRAME: 0894

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Simon LEWIS, 2) Amir MESCOVIC and 3) Hassnain CHAGANI, the undersigned inventors hereby sell and assign to Emirates, a corporation formed under the laws of United Arab Emirates (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention known as Internet Based Airline Ticket Purchasing and Vacation Planning System and Method for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) ~~30 June 04~~ 30 June 04 and 3) ~~30 June 04~~ 30 June 04 (also known as United States Application No. To Be Assigned, filed Herewith), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

*MBR*  
1 July 2004

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

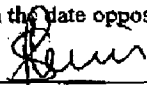
The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,851; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987.; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 30 JUNE 04

Signature of Inventor: \_\_\_\_\_

  
Simon LEWIS

Date: 30 JUNE 04

Signature of Inventor: \_\_\_\_\_

  
Amir MESCOVIC

Date: 30 JUNE 04

Signature of Inventor: \_\_\_\_\_

  
Hassnain GHAGANI

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