



101455167

TO THE ASSISTANT COMMISSIONER OF PATENT

records the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

800 Ideas, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Nevada
- Other:

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

*MKS
8.15.00*

2. Name and address of receiving party(ies):

Name: Travel 800, LLC
Internal Address: Suite 300
Street Address: 2820 Camino del Rio South
City: San Diego **State:** CA **ZIP:** 92108

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

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

3. Nature of conveyance:

- Confirmation of Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) November 24, 1999
Assignment effective as of July 27, 1997

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

- a. Trademark Application No(s):
- b. Trademark Registration No:
1,813,249

Additional numbers attached? Yes No

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

Name: Lori Lee Yamato
KNOBBE, MARTENS, OLSON & BEAR, L.L.P.
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.: TRAVL2.002LIC/008T

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:
One (1)

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.

Lori Lee Yamato
Name of Person Signing

Lori Lee Yamato
Signature

August 10, 2000
Date

Total number of pages including cover sheet, attachments and document: Four (4)

Mail documents to be recorded with required cover sheet information to

09/13/2000 MTHAI1 00000187 1813249

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK AGREEMENT AND ASSIGNMENT

This Trademark Agreement and Assignment (hereinafter referred to as "Assignment") is made this 18th day of November, to be effective as of the 27th day of July, 1997, by and between 800 Ideas, Inc., a Nevada corporation having a place of business at 3550 Murphy Canyon Rd. SD, CA 92108 (hereinafter referred to as "ASSIGNOR"), and Travel 800, LLC, a Delaware limited liability company having a place of business at 2820 Camino del Rio South, Suite 300, San Diego, California 92108 (hereinafter referred to as "ASSIGNEE").

RECITALS

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Agreement and Plan of Merger effective as of July 27, 1997, in which certain assets of ASSIGNOR were transferred to ASSIGNEE, including the trademark listed in Schedule A attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, as of the effective date of the Agreement and Plan of Merger, ASSIGNOR was, to the best of its knowledge and belief, (i) the owner of the Trademark, and had acquired goodwill associated with and symbolized by said Trademark and had not abandoned the same; and (ii) the owner of the federal trademark registration relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registration"); and

WHEREAS, ASSIGNOR has transferred to ASSIGNEE all rights, title, and interest in and to the Trademark and Registration worldwide, and

NOW, THEREFORE, this Assignment confirms that for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has assigned and sold to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A; and
- (2) the Registration set forth in Schedule B;

together with the goodwill symbolized by said Trademark, Registration, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at San Diego, California, this 18th day of November, 1999.

800 IDEAS, INC.
a Nevada corporation,
having a place of business at 3550 Murphy Canyon Rd.
SD, Ca 92108

By: Susan Parker
Name: SUSAN PARKER
Title: President

Executed at Delray Beach, Florida, this 18th day of November, 1999.

TRAVEL 800, LLC

a Delaware limited liability company,

having a place of business at 2820 Camino del Rio South, Suite 300, San Diego, California 92108.

By: Susan Parker

Name: SUSAN PARKER

Title: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On NOV 24TH 1999, before me, PATRICK T. DESMOND personally appeared SUSAN LORRIE PARKER personally known to me (or 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 executed the same in his/her authorized capacity(ies), and that by his/her 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.

[SEAL]

[Signature]
Signature

STATE OF)
) ss.
COUNTY OF)



On _____, before me, _____, personally appeared _____ personally known to me (or 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 executed the same in his/her authorized capacity(ies), and that by his/her 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.

[SEAL]

Signature

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: 1-800-CHEAP-CRUISE

SCHEDULE B

Federal Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
1-800-CHEAP-CRUISE	1,813,249	December 21, 1993	39