

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
Travel Analytics, Inc.		08/02/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	TRX, Inc.		
Street Address:	6 West Druid Hills Drive		
Internal Address:	Suite 635		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30329		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2774689	TANGO	
Registration Number:	2726708	BRAVO	
Registration Number:	2746354	TRAVEL ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	(404)527-3649		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4045274649		
Email:	progers@mckennalong.com		
Correspondent Name:	Patricia J. Rogers		
Address Line 1:	303 Peachtree St.		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	08828.0069		
NAME OF SUBMITTER:	Patricia J. Rogers		

CH \$90.00 2774689

Signature:

/patricia j. rogers/

Date:

08/16/2006

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT, entered this 2nd day of August, 2006 (the "Effective Date"), by and between TRAVEL ANALYTICS, INC., an Ohio corporation ("Assignor") and TRX, INC. a Georgia corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor and Assignee of even date herewith, the parties desire to effect the transfer from Assignor to Assignee of all right, title and interest of Assignor in that intellectual property set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ASSIGNMENT OF ALL PATENTS

1.1 Assignor hereby sells, assigns, transfers and sets over, to Assignee, its lawful successors and assigns, Assignor's entire right, title and interest in and to the U.S. Patents and Patent Applications listed on Schedule A (the "Patents"), the inventions claimed therein, any other patent applications directed to the inventions, divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for the inventions in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said inventions in any foreign countries; and Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

1.2 Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, that it will take all action and execute all documents necessary to perfect the interest assigned hereby and that it has not executed, and will not execute, any agreement in conflict herewith.

1.3 Assignor hereby further covenants and agrees that it will communicate to Assignee any facts known to Assignor, its officers and employees respecting the inventions, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the inventions in Assignee, its successors and assigns, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the inventions in all countries.

ARTICLE II - ASSIGNMENT OF ALL TRADEMARKS

2.1 Assignor hereby assigns irrevocably and in perpetuity to the Assignee any and all right, title and interest Assignor has in and to the trademarks, service marks, trade names, and all other intellectual property rights associated with the marks listed on **Schedule B**, any and all common law rights in the foregoing, and all goodwill associated therewith (the "Marks"). By executing this assignment, Assignor hereby waives and releases any and all rights that Assignor may have in such Marks and further acknowledges and agrees that Assignor has no claims against nor will Assignor assert any claims against the Assignee, its affiliates, officers, directors, agents, employees, and attorneys with respect to the Marks or any use of the Marks. Additionally, Assignor represents and warrants that the Assignor has not assigned or attempted to assign any rights in and to the Marks to any party other than Assignee.

ARTICLE III - ASSIGNMENT OF ALL COPYRIGHTS

3.1 Assignor hereby grants and assigns to Assignee all right, title and interest, including copyrights, throughout the world, in and under all copyrightable works owned by Assignor on the Effective Date of this Agreement (the "Works"), including but not limited to those Works listed on **Schedule C**, to have and to hold the same unto Assignee, its successors and assigns, forever.

ARTICLE IV - FURTHER ASSURANCES

4.1 At any time and from time to time from and after the execution of this Assignment, Assignor will, at the request of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and other documents and perform or cause to be performed such acts and provide such information, as may reasonably be required, to evidence or effectuate the purpose of this Assignment by Assignor to Assignee of any and all right, title and interest in and to the intellectual property assigned hereunder.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have hereunto set their hand by their duly authorized agents.

TRAVEL ANALYTICS, INC.

By: Scott Gillespie
Print Name: Scott Gillespie
Title: President

Before me this 3rd day of August, 2006, personally appeared Scott Gillespie, known to me to be the person who executed the foregoing Assignment on behalf of Travel Analytics, Inc. and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

Rachel B. Little
Notary Public

TRX, INC.

By: TJ Severt
Print Name: Timothy J. Severt
Title: Executive Vice President, Administration

Before me this 3rd day of August, 2006, personally appeared TIMOTHY J. Severt, known to me to be the person who executed the foregoing Assignment on behalf of TRX, Inc. and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

Rachel B. Little
Notary Public

SCHEDULE A

PATENTS

<u>Title/Description</u>	<u>Inventor Name(s)</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Tool for Analyzing Corporate Airline Bids	Scott Gillespie	09/784,836	2/16/2001
System and Methods for Evaluating Opportunities	Scott Gillespie	10/499,421	6/18/2004
Method for Comparing Average Travel Costs in Intersected Markets	Scott Gillespie	60/758,513	1/12/2006
Methods and Systems for Quantifying Non-Price Characteristics of Airfares	Scott Gillespie	60/718,059	9/16/2005

SCHEDULE B

MARKS

U.S.

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TANGO	2774689	10/21/2003
BRAVO	2726708	6/17/2003
TRAVEL ANALYTICS	2746354	8/5/2003

Canada

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BRAVO	TMA636,217	3/29/2005
TANGO	TMA636,282	3/30/2005
TRAVEL ANALYTICS	TMA613,320	6/21/2004

Europe

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRAVEL ANALYTICS	2,844,306	6/3/2004
TANGO	2,774,689	10/21/2003

Switzerland

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRAVEL ANALYTICS	508,564	4/8/2003

SCHEDULE C

WORKS

Description

Registration/
Application
Number

Registration/
Application
Date

None