

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/07/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hi-Mark, LLC		12/07/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TRX, Inc.
Street Address:	6 West Druid Hills
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30329
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2311684	TRAVELMAN
Registration Number:	2349715	HI-MARK
Registration Number:	2393123	WEBMAN
Registration Number:	2436382	QUALITYMAN
Registration Number:	2503467	BUSINESSMAN
Registration Number:	2515361	PROFITMAN
Registration Number:	2539240	MAILMAN
Registration Number:	2731003	DATAMAN
Serial Number:	76094384	THE POWER OF KNOWLEDGE

CORRESPONDENCE DATA

Fax Number: (404)527-4198

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900070328

**TRADEMARK
 REEL: 003488 FRAME: 0513**

CH \$240.00 2311684

Phone: 404-527-4957
Email: ljackson@mckennalong.com
Correspondent Name: Leah D Jackson
Address Line 1: 303 Peachtree St, NE
Address Line 2: Suite 5300
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	08828.0017
NAME OF SUBMITTER:	Leah D Jackson
Signature:	/ldj/
Date:	02/26/2007

Total Attachments: 5
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IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

“SELLER”:

HI-MARK, LLC

By: 

Name: *Kevin G. Austin*

Title: *President*

“BUYER”:

TRX, INC.

By: 

Name:

Title:

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of this _____ day of January 2007 (the "Effective Date") by and between Hi-Mark, LLC, a limited liability company duly organized under the laws of the State of Delaware, and maintaining its principal place of business at 5905 Windward Parkway, Alpharetta, Georgia 30005 ("Hi-Mark") and TRX, Inc., a corporation duly organized under the laws of the State of Georgia, and maintaining its principal place of business at 6 West Druid Hills Drive Atlanta, Georgia 30329 ("TRX").

WHEREAS, Hi-Mark is the owner of and has obtained registrations for and/or common law rights in, and filed trademark applications on, certain trademarks, service marks, domain names and/or trade names and Hi-Mark has established good will therein, as identified and described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, pursuant to that certain asset purchase agreement ("Purchase Agreement") dated as of December 7, 2006, by and among Hi-Mark, TRX, Hi-Mark Travel Systems, Inc., Integrated ProfitMark Corporation, LLC, Kevin Austin, Diane Austin and Charles Bradsher, Hi-Mark has agreed to assign to TRX, all of Hi-Mark's right, title and interest in and to the Marks, including the good will therein;

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ***Assignment.***

Hi-Mark hereby irrevocably assigns, transfers and conveys to TRX the entire right, title and interest which it may hold in and to each of the Marks, together with the common law rights, registrations, applications, the good will of the business symbolized by all of the foregoing, including but not limited to, the right to sue for past infringement by third parties, and the right to register and use the Marks without limitation.

2. ***Warranty.***

Hi-Mark warrants and represents that it has not filed any other applications to register the Marks or any other mark confusingly similar thereto either with the United States Patent and Trademark Office or in any other State or country.

3. ***General Provisions.***

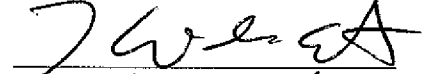
This Agreement shall be deemed entered into in the State of Georgia, County of Dekalb, and shall be construed and governed solely by the laws of that State. The parties hereto agree to sign any other documents or perform such other and further acts as are reasonably requested by the other party, to give effect to the purposes of this Agreement, including but not limited to the assignment granted hereunder. This Agreement (including Exhibit A) and the Purchase

Agreement contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, communications and understandings between the parties with respect to the subject matter of this Agreement. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by the parties hereto. This Agreement may be executed by facsimile signature and in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[Signatures follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date first above written.

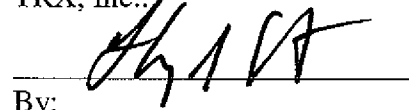
Hi-Mark, LLC:



By: Kevin G. Austin

Title: President

TRX, Inc.:



By:

Title:

EXHIBIT A

Trademarks

1. TRAVELMAN: United States Registration No. 2,311,684
2. HI-MARK: United States Registration No. 2,349,715
3. WEBMAN: United States Registration No. 2,393,123
4. QUALITYMAN: United States Registration No. 2,436,382
5. BUSINESSMAN: United States Registration No. 2,503,467
6. PROFITMAN: United States Registration No. 2,515,361
7. MAILMAN: United States Registration No. 2,539,240
8. DATAMAN: United States Registration No. 2,731,003
9. THE POWER OF KNOWLEDGE: United States Application Serial No. 76/094384

Trade names and Domain Names

1. Hi-Mark Software
2. himark.com
3. himarksoftware.com