

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
Smarter Living, Inc.		02/13/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Smarter Travel Media LLC
Street Address:	465 Medford Street
Internal Address:	Suite 400
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02129
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2966035	BOOKING BUDDY
Registration Number:	2969377	BOOKING BUDDY
Registration Number:	2636370	CONZUMERZONE
Registration Number:	2516652	SMARTERLIVING
Registration Number:	2499132	SMARTERLIVING
Registration Number:	3031493	TRIPMANIA
Registration Number:	2379379	TYZO.COM
Serial Number:	78526677	SMARTERTRAVEL

CORRESPONDENCE DATA

Fax Number: (617)261-3175
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (617) 261-3100
 Email: tmboston@klgates.com

OP \$215.00 2966035

Correspondent Name: Deborah J. Peckham
Address Line 1: One Lincoln Street
Address Line 2: Kirkpatrick & Lockhart Preston Gates Ell
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	0523270
NAME OF SUBMITTER:	Deborah Peckham
Signature:	/Deborah Peckham/
Date:	05/24/2007

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Agreement*"), dated as of February 14, 2007, is by and between Smarter Living, Inc., a Massachusetts corporation ("*Seller*") and Smarter Travel Media LLC, a Nevada limited liability company ("*Buyer*").

RECITALS

A. Seller owns, has adopted, and either has used or has a bona fide intent to use certain registered trademarks and trademark applications set forth in Exhibits A through C attached hereto (the "*Trademarks*").

B. Buyer acquired certain assets of Seller, including but not limited to the Trademarks, pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "*Asset Purchase Agreement*") by and among Buyer, Seller, Daniel Saul, an individual, and Expedia, Inc., a Washington corporation.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller has assigned and transferred and does hereby assign and transfer to Buyer and its successors, assigns, and legal representatives, Seller's entire worldwide right, title, and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages, and in and to applications for foreign trademarks therefor in all countries, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries, and Seller further authorizes Buyer to apply for foreign protection of the Trademarks in foreign countries directly in its own name, and to claim the priority of the filing date of the Trademarks of the United States of America under the provisions of any and all international conventions and treaties.

Seller agrees that, when requested, it will, at Buyer's expense, sign all papers, take all rightful oaths, and do all reasonable acts that may be necessary, desirable, or convenient for securing, maintaining, and enforcing the Trademarks in all countries and for vesting title thereto in Buyer, its successors, assigns, and legal representatives or nominees. With the exception of a security interest held by Citizen's Bank, which lien shall be discharged upon closing of the Asset Purchase Agreement, Seller represents and warrants to Buyer, its successors, assigns, and legal representatives, that, as of the date hereof, the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

Nothing contained in this Agreement shall in any way supersede, modify, or replace the provisions set forth in the Asset Purchase Agreement.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

Exhibit A

**UNITED STATES
TRADEMARK REGISTRATIONS**

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
2,966,035	July 12, 2005	BOOKING BUDDY
2,969,377	July 19, 2005	BOOKING BUDDY
2,636,370	October 15, 2002	CONSUMERZONE
2,516,652	December 11, 2001	SMARTERLIVING
2,499,132	October 16, 2001	SMARTERLIVING
3,031,493	December 20, 2005	TRIPMANIA
2,379,379	August 22, 2000	TYZO.COM

Exhibit B

**UNITED STATES
TRADEMARK APPLICATION**

<u>Application Number</u>	<u>Filing Date</u>	<u>Mark</u>
78/526677	December 3, 2004	SMARTERTRAVEL

Exhibit C

**INTERNATIONAL
TRADEMARK APPLICATIONS**

<u>Application Number and Jurisdiction</u>	<u>Filing Date</u>	<u>Mark</u>
1299595 (Canada)	April 28, 2006	BOOKING BUDDY
1324906 (Canada)	November 20, 2006	SMARTERTRAVEL
5484084 (Community Trade Mark)	November 20, 2006	BOOKING BUDDY & DESIGN
5563201 (Community Trade Mark)	December 18, 2006	SMARTER TRAVEL & DESIGN