

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
Hotels.com		09/17/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hotles.com, L.P.		
Composed Of:	COMPOSED OF Hotels.com GP, LLC as the sole General Partner		
Street Address:	10440 N. Central Expressway		
Internal Address:	Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2436549	TURBOTRIP.COM	
CORRESPONDENCE DATA			
Fax Number:	(617)261-3175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-261-3100		
Email:	tmboston@klgates.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	One Lincoln Street		
Address Line 2:	State Street Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111-2950		
ATTORNEY DOCKET NUMBER:	RMF-602		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$40.00 2436549

Date:

09/18/2007

Total Attachments: 1

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ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is effective as of the last day indicated below by and between Hotels.com, a corporation organized and existing under the laws of state of Delaware (hereinafter referred to as "Assignor") and Hotels.com, L.P., a limited partnership organized and existing under the laws of state of Texas (hereinafter referred to as "Assignee")

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the TURBOTRIP and Design trademark, including all registrations (including without limitation U.S. Reg. No. 2,436,549), common law and statutory rights, together with the goodwill related thereto (hereinafter collectively referred to as the "Mark"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Mark and the goodwill of the business in connection with which the aforesaid Mark has been used; and

WHEREAS, Assignor and Assignee agree that this Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers sets over and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Mark together with the business and goodwill of the business in connection with which the aforesaid Mark has been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Trademarks to be executed by duly authorized officers, on the date(s) indicated below.

HOTELS.COM

By: *Amy E. Weaver*

Amy E. Weaver
Assistant Secretary

Date: 9/17/07

HOTELS.COM, L.P.

By: *Soumit Roy*

Soumit Roy
Assistant Secretary of Hotels.com GP, LLC
Sole General Partner of Hotels.com, L.P.

Date: 09/17/07