

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLUE SQUARE STUDIOS, LLC		06/20/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRAVELCLICK, INC.		
<b>Street Address:</b>	300 Martindale Road, Suite 500		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60173		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78751196	HOSPITALITY TOOLKIT	
Serial Number:	78750600	BLUE SQUARE STUDIOS	
Serial Number:	78751245	STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(617) 951-7170		
<b>Email:</b>	emilia.cannella@ropesgray.com, erin.dugan@ropesgray.com		
<b>Correspondent Name:</b>	Emilia F. Cannella, Esq.		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	TRVD-TIP		
<b>NAME OF SUBMITTER:</b>	Emilia F. Cannella, Esq.		

CH \$90.00 78751196

Signature:	/emilia cannella/
Date:	10/15/2007
<b>Total Attachments: 5</b> source=BLUE SQUARE STUDIOS- TRAVELCLICK TM ASSIGN#page1.tif source=BLUE SQUARE STUDIOS- TRAVELCLICK TM ASSIGN#page2.tif source=BLUE SQUARE STUDIOS- TRAVELCLICK TM ASSIGN#page3.tif source=BLUE SQUARE STUDIOS- TRAVELCLICK TM ASSIGN#page4.tif source=BLUE SQUARE STUDIOS- TRAVELCLICK TM ASSIGN#page5.tif	

**TRADEMARK AND TRADE NAME ASSIGNMENT**

This TRADEMARK AND TRADE NAME ASSIGNMENT is dated as of June 20, 2007 (this "Assignment") between Blue Square Studios, LLC, a Delaware limited liability company (the "Assignor"), and TravelCLICK, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor, and Assignee dated as of June 20, 2007 (the "APA"), the Assignor has agreed to sell to the Assignee the Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intellectual property included in those assets, including without limitation the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark applications and renewal rights relating thereto (the "Marks").

NOW, THEREFORE, in consideration of the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith. To the extent that any of the Assignor's rights or title in and to the Marks cannot be assigned and transferred by the Assignor, then the Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, have improved, and otherwise exploit or utilize in any manner, the Marks.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from all past, future and present infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

3. Further Assurances. The Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to the Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such

further action and executing such additional documents, which the Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.

4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

5. Covenant Not to Sue. The Assignor hereby releases, discharges, and covenants not to assert against the Assignee, and the Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks.

6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by the Assignor and the Assignee only in writing. This Assignment is executed by, and shall be binding upon, the Assignor and the Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to the Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. The Assignor hereby requests and authorizes Ropes & Gray LLP, of One International Place, Boston, MA 02110 to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware other than any provision of the State of Delaware that would result in the application of the laws of any jurisdiction other than the State of Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

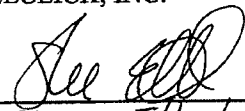
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IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

BLUE SQUARE STUDIOS, LLC

By: \_\_\_\_\_  
Name:  
Title:

BLUESQUARE STUDIOS, LLC  
~~TRAVELCLICK, INC.~~

By:   
Name: Shane Eksted  
Title: President

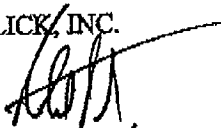
*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

BLUE SQUARE STUDIOS, LLC

By: \_\_\_\_\_  
Name:  
Title:

TRAVELCLICK, INC.

By:  \_\_\_\_\_  
Name: *Robert R. R.*  
Title: *President CEO*

*[Signature Page to Trademark Assignment]*

**SCHEDULE A**

**MARKS AND TRADE NAMES**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Notes</b>
Hospitality Toolkit	78/751,196	1/23/2007	3,203,111	Supplemental Register
Blue Square Studios	78/750,600	4/24/2007	3,232,685	Principal Register
Studio (stylized logo)	78/751,245	4/24/2007	3,232,688	Principal Register (Service Mark)