

**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>
Webertising, Inc.		05/30/2003	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRAVELCLICK INTERACTIVE, LLC		
<b>Street Address:</b>	300 N. Martingale Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60173		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2622409	IHOTELIER	
Registration Number:	2641203	IHOTELIER	
<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., Ropes & Gray		
<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.		
<b>Signature:</b>	/emilia cannella/		

CH \$65.00 2622409

Date:

12/11/2007

**Total Attachments: 8**

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**ASSET PURCHASE AGREEMENT**

**DATED AS OF MAY 30, 2003**

**AMONG**

**TRAVELCLICK INTERACTIVE, LLC**

**AND**

**WEBVERTISING, INC.**

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## 2. PURCHASE AND SALE

### 2.1. Purchase and Sale of the Assets.

(a) Upon the terms and subject to the conditions of this Agreement, including Section 2.1(b), at the Closing, the Seller will sell, assign, transfer, convey and deliver to the Purchaser, free and clear of any and all claims, liens and encumbrances other than the Permitted Liens, and the Purchaser shall purchase from the Seller all of the Seller's right, title and interest in and to all of the assets used in or relating to the iHotelier Division (the "Assets"), including:

- (i) all tangible capital equipment and other tangible personal property, and computer and communications equipment, including without limitation all items listed in Section 2.1(a)(i) of the Disclosure Schedule;
- (ii) all books, records and financial statements relating to the iHotelier Division;
- (iii) the contracts, maintenance and service agreements, purchase orders, purchase commitments for raw materials, goods and other services, advertising and promotional agreements, equipment leases and other agreements relating to the iHotelier Division, as set forth in Section 2.1(a)(iii) of the Disclosure Schedule;
- (iv) all licenses, permits and franchises issued by any governmental authority to the extent legally transferable and as further set forth in Section 2.1(a)(iv) of the Disclosure Schedule;
- (v) all trade, accounts and notes receivable (collectively, "Accounts Receivable") relating to the iHotelier Division and more fully set forth in Section 2.1(a)(v) of the Disclosure Schedule, of which Applicable Receivables shall be at least \$150,000;
- (vi) all rights, title and interest in Intellectual Property of the iHotelier Division and as set forth in Section 2.1(a)(vi) of the Disclosure Schedule;
- (vii) all files, databases, plans, specifications, technical information, accounting systems and records required to support Products, collateral information, price lists, promotional materials, pricing schedules, contractor lists, marketing and recruiting processes, web sites, electronic data, electronic files, employment and training manuals, and all proprietary rights pertaining to the above; and
- (viii) all other tangible and intangible assets utilized in the iHotelier Division other than the Excluded Assets.

Schedule 2.1(a)(vi)

Intellectual Property

1. Domain names: www.ihotelier.com & www.packagestogo.com.
2. ihotelier service mark (Reg. No. 2,622,409).

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TRADEMARKS

- iHotelier Service Mark (Copy Sent by FEDEX)

Reg. No.	2,622,409
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# The United States of America



## CERTIFICATE OF REGISTRATION SUPPLEMENTAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



Director of the United States Patent and Trademark Office

## Requirements for Maintaining a Federal Trademark Registration

### SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

*Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.*

### SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

*Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.*

**No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.**



Int. Cl.: 35

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,622,409

United States Patent and Trademark Office

Registered Sep. 17, 2002

SERVICE MARK  
SUPPLEMENTAL REGISTER

IHOTELIER

WEBVERTISING, INC. (TEXAS CORPORATION)  
3100 RICHMOND, SUITE 200  
HOUSTON, TX 77098

FIRST USE 5-20-1999; IN COMMERCE 5-20-1999.

FOR: DISSEMINATION OF ADVERTISING FOR  
OTHERS VIA AN ON-LINE ELECTRONIC COMMU-  
NICATIONS NETWORK, IN CLASS 35 (U.S. CLS. 100,  
101 AND 102).

SER. NO. 75-919,921, FILED P.R. 2-15-2000; AM. S.R.  
1-30-2001.

JEFF DEFORD, EXAMINING ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**REGISTRATION NOS.:** 2,622,409 and 2,641,203  
**REGISTRATION DATES:** September 17, 2002 and October 22, 2002  
**MARK:** IHOTELIER  
**REGISTRANT:** WEBVERTISING, INC.

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**DECLARATION UNDER 37 C.F.R § 2.20**

Pursuant to the Asset Purchase Agreement dated as of May 30, 2003, by and between Webvertising, Inc. ("Webvertising") and TravelCLICK Interactive, LLC ("TCI"), Webvertising assigned to TCI all right, title and interest in and to all of the assets, including intellectual property, used in or relating to Webvertising's iHotelier Division, including the IHOTELIER service mark and U.S. Reg. Nos. 2,622,409 and 2,641,203 therefor.

Pursuant to the Unit Purchase Agreement dated as of February 10, 2004, by and between Webvertising, TravelCLICK, Inc. ("TravelCLICK"), and TravelCLICK Holdings, Inc., TravelCLICK acquired all outstanding membership units of TCI owned by Webvertising, thereafter owning 100% of TCI.

On June 13, 2005, TCI filed a Certificate of Cancellation with the Secretary of State of the State of Delaware. As a result, all assets of TCI, including the IHOTELIER service mark and U.S. Reg. Nos. 2,622,409 and 2,641,203 therefor, were assigned by operation of law to TravelCLICK.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any resulting registration, declares that the facts set forth in this declaration are true; all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

TravelCLICK, Inc.

Date:

Dec 10, 2007

Name:  
Title:

Scott E. Smith  
CEO