

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the typographical error in the name of Assignor from Webertising, Inc. to Webvertising, Inc. previously recorded on Reel 003676 Frame 0066. Assignor(s) hereby confirms the Assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webvertising, Inc.		05/30/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	TRAVELCLICK INTERACTIVE, LLC
Street Address:	300 N. Martingale Road
Internal Address:	Suite 500
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75919921	IHOTELIER
Serial Number:	75919909	IHOTELIER

CORRESPONDENCE DATA

Fax Number: (617)951-7050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (617) 951-7170
 Email: emilia.cannella@ropesgray.com, erin.dugan@ropesgray.com
 Correspondent Name: Emilia F. Cannella, Esq., Ropes & Gray
 Address Line 1: One International Place
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	TRVD-TIP
NAME OF SUBMITTER:	Emilia F. Cannella, Esq.

900094238

**TRADEMARK
 REEL: 003679 FRAME: 0150**

CH \$65.00 75919921

Signature:	/emilia cannella/
Date:	12/14/2007
Total Attachments: 10 source=IHOTELIER docs#page1.tif source=IHOTELIER docs#page2.tif source=IHOTELIER docs#page3.tif source=IHOTELIER docs#page4.tif source=IHOTELIER docs#page5.tif source=IHOTELIER docs#page6.tif source=IHOTELIER docs#page7.tif source=IHOTELIER docs#page8.tif source=IHOTELIER docs#page9.tif source=IHOTELIER docs#page10.tif	

TO: EMILIA F. CANNELLA, ESQ., ROPES & GRAY COMPANY: ONE INTERNATIONAL PLACE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.112/11/2007
900093891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weberising, Inc.		05/30/2003	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	TRAVELCLICK INTERACTIVE, LLC		
Street Address:	300 N. Martingale Road		
Internal Address:	Suite 500		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2622409	IHOTELIER	
Registration Number:	2641203	IHOTELIER	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 951-7170		
Email:	emilia.cannella@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Emilia F. Cannella, Esq., Ropes & Gray		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	TRVD-TIP		
NAME OF SUBMITTER:	Emilia F. Cannella, Esq.		
Signature:	/emilia cannella/		

CH \$65.00 2622409

TO: EMILIA F. CANNELLA, ESQ., ROPES & GRAY COMPANY: ONE INTERNATIONAL PLACE

Date:

12/11/2007

Total Attachments: 8

source=TRVD Assignment Doc i#page1.tif

source=TRVD Assignment Doc i#page2.tif

source=TRVD Assignment Doc i#page3.tif

source=TRVD Assignment Doc i#page4.tif

source=TRVD Assignment Doc i#page5.tif

source=TRVD Assignment Doc i#page6.tif

source=TRVD Assignment Doc i#page7.tif

source=TRVD Assignment Doc i#page8.tif

TRADEMARK

REEL: 003679 FRAME: 0153

ASSET PURCHASE AGREEMENT

DATED AS OF MAY 30, 2003

AMONG

TRAVELCLICK INTERACTIVE, LLC

AND

WEBVERTISING, INC.

444021_S.DOC

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).

446008_1.DOC

TRADEMARKS

- iHotelier Service Mark (Copy Sent by FEDEX)

Reg. No.	2,622,409
----------	-----------

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.



A handwritten signature in cursive script, appearing to read "James P. Jones".

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

United States Patent and Trademark Office

Reg. No. 2,622,409

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

TRADEMARK

REEL: 003679 FRAME: 0160

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

Scott E. Smith
Name: SCOTT E. SMITH
Title: CEO