

**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>
FIRST CLASS SEATS, INC.		02/12/2008	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMARTE CARTE, INC.		
<b>Street Address:</b>	4455 White Bear Parkway		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55110-7641		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2558323	FIRST CLASS SEATS	
Registration Number:	2779210	FIRST CLASS SEATS INC.	
Registration Number:	3091074	RELAX IN A HURRY!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)331-7401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6123317400		
<b>Email:</b>	mmau@iplmgroup.com		
<b>Correspondent Name:</b>	IPLM Group, P.A./Michael L. Mau		
<b>Address Line 1:</b>	P.O. Box 18455		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55418		
<b>ATTORNEY DOCKET NUMBER:</b>	365-T-101/102/103-US01		
<b>NAME OF SUBMITTER:</b>	Michael L. Mau		
<b>Signature:</b>	/Michael L. Mau/		

CH \$90.00 2558323

Date:

03/28/2008

**Total Attachments: 3**

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TRADEMARK ASSIGNMENT

WHEREAS, FIRST CLASS SEATS, INC., a Wisconsin corporation ("Assignor"), owns all right, title, and interest in the trademarks, trademark applications, and trademark registrations shown on the schedule attached hereto and any related common law rights, including the goodwill associated therewith (the "Trademarks");

WHEREAS, SMARTE CARTE, INC., a Minnesota corporation having its principal place of business at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 USA ("Assignee"), is acquiring certain of the assets of Assignor pursuant to a certain Agreement of Purchase and Sale of Assets dated January 25, 2008, among Assignor, First Class Seats Airport Services, LLC, First Class Seats Puerto Rico, LLC and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

This Trademark Assignment may be executed and delivered in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

FIRST CLASS SEATS, INC.

By: Mark Eberhardt  
Name: MARK EBERHARDT  
Title: PRESIDENT

SMARTE CARTE, INC.

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

Signed and sworn to before me this 12<sup>th</sup> day of February, 2008.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: PERMANENT

Signed and sworn to before me this \_\_\_\_\_ day of February, 2008.

\_\_\_\_\_  
Notary Public, State of Minnesota  
My Commission: \_\_\_\_\_

TRADEMARK ASSIGNMENT

WHEREAS, FIRST CLASS SEATS, INC., a Wisconsin corporation ("Assignor"), owns all right, title, and interest in the trademarks, trademark applications, and trademark registrations shown on the schedule attached hereto and any related common law rights, including the goodwill associated therewith (the "Trademarks");

WHEREAS, SMARTE CARTE, INC., a Minnesota corporation having its principal place of business at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 USA ("Assignee"), is acquiring certain of the assets of Assignor pursuant to a certain Agreement of Purchase and Sale of Assets dated January 25, 2008, among Assignor, First Class Seats Airport Services, LLC, First Class Seats Puerto Rico, LLC and Assignee (the "Asset Purchase Agreement"); and

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This Trademark Assignment may be executed and delivered in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

FIRST CLASS SEATS, INC.

SMARTE CARTE, INC.

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

By: *James N. Meyer*  
Name: JAMES N. MEYER  
Title: VICE PRESIDENT

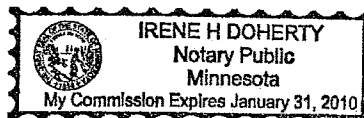
Signed and sworn to before me this \_\_\_\_\_ day of February, 2008.

Signed and sworn to before me this 16<sup>th</sup> day of February, 2008.

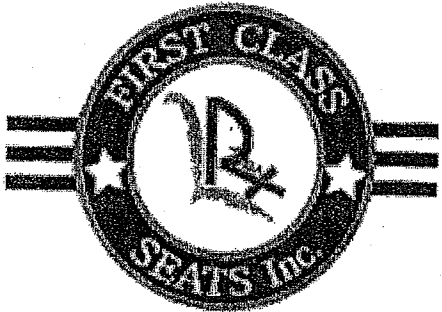
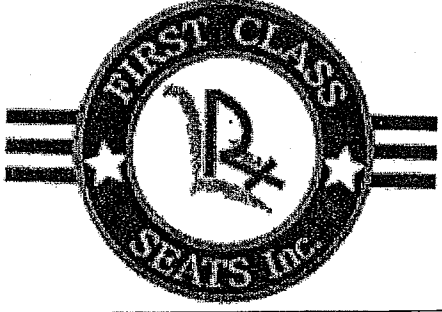

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

*Irene H. Doherty*  
Notary Public, State of Minnesota  
My Commission: 1/31/2010

mw1450933\_1



**SCHEDULE OF TRADEMARKS**

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
FIRST CLASS SEATS	US	2,558,323	09-Apr-2002	Registered
FIRST CLASS SEATS	Canada	TMA658,227	07-Feb-2006	Registered
	US	2,779,210	04-Nov-2003	Registered
	Canada	1,206,045	30-Sept-2005	Allowed
RELAX IN A HURRY!	US	3,091,074	09-May-2006	Registered
 (words only) FIRST CLASS SEATS INC. RELAX IN A HURRY	US	78/676,609	22-July-2005	Pending