

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Confirmatory Assignment of Trademark Rights previously conveyed by Liberty Travel, Inc. to LIB/GO Travel, Inc.	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Travel, Inc.		07/03/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	LIB/GO Travel, Inc.		
Street Address:	69 Spring Street		
City:	Ramsey		
State/Country:	NEW JERSEY		
Postal Code:	07446		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0832712	LIBERTY	
CORRESPONDENCE DATA			
Fax Number:	(713)221-2172		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-221-1439		
Email:	michael.hay@bgllp.com		
Correspondent Name:	Michael F. Hay		
Address Line 1:	711 Louisiana St.		
Address Line 2:	Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	030944.07		
NAME OF SUBMITTER:	Michael F. Hay		
Signature:	/mfh/		

OP \$40.00 0832712

Date:

07/07/2009

Total Attachments: 3

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CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS

THIS CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS is made by and among Liberty Travel, Inc. on July 3, 2009, a corporation organized and existing under the laws of the State of New York ("Assignor") and LIB/GO Travel, Inc., a corporation organized and existing under the laws of the State of New York ("Assignee").

WITNESSETH:

WHEREAS, Assignor was previously the owner of all rights, title and interest in and to the Trademark listed on Schedule 1 attached hereto (collectively referred to as the "Mark")

WHEREAS, Assignor and Assignee previously entered into a certain Agreement, whereby Assignor agreed to convey to Assignee the Mark;

WHEREAS, Assignee later assigned the Mark to LIB/GO Travel, Inc., a corporation organized and existing under the laws of the State of New Jersey.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto confirm the previous assignment and agree as follows:

1. Assignment. Assignor hereby confirms that Assignor previously conveyed, transferred and assigned to Assignee all of its rights, title and interest in and to the Mark, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation, or other violation thereof, and the right to sue therefor free and clear of all Liens.

2. Further Assurances. Assignor and Assignee performed acts reasonably requested to carry out the intent and purpose of this Assignment of Trademarks, including but not limited to the transfer to Assignee of Assignor's files and records relating to the Mark, the complete application and/or registration files and prosecution histories for the Marks, including the registration certificates, and files, as well as existing records evidencing the use, sales, marketing, advertising, and promotion of the Marks presently and historically, and also including executing documents or certificates and providing change of name documentation. Assignee acknowledges that Assignor had no obligation to maintain the Marks after the date hereof, and Assignor had no liability to Assignee in the event of any failure or termination of rights associated with the Mark after the Assignment thereof, including without limitation any abandonment of an application or termination of a registration for failure to make any filings or pay any applicable fees.

3. No Retention of Rights. For the avoidance of doubt, Assignor shall not retain any rights with respect to the Intellectual Property, including the following rights:

- (i) The right to disapprove any future assignment of such Intellectual Property, or any part thereof;
- (ii) The right to terminate this agreement at will;
- (iii) The right to prescribe the standards of quality of products used or sold, or of services furnished, and of the equipment and facilities used to promote such products or services related to the Intellectual Property;
- (iv) The right to require that the Assignee sell or advertise only products or services of the Seller; and
- (v) The right to payments contingent on the productivity, use or disposition of the subject matter of the Intellectual Property.

4. Miscellaneous. This Confirmatory Assignment of Trademark Rights (a) may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Confirmatory Assignment of Trademark Rights to be duly executed as of the date first written above.

ASSIGNOR:

Liberty Travel, Inc.

By: 

Name: Natalie Ferguson

Title: Director / Secretary

ASSIGNEE:

LIB/GO Travel, Inc.

By: 

Name: DEAN SULTRI

Title: DIRECTOR

Schedule 1

Mark

Mark	App. No. / Reg. No.	Filing Date / Reg. Date
LIBERTY	72/228,919	Sept. 29, 1965
	832,712	July 25, 1967

NEWYORK43235.1

RECORDED: 07/07/2009

TRADEMARK
REEL: 004017 FRAME: 0454

TOTAL P.03