

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liberty Travel, Inc.		07/03/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Flight Centre USA, Inc.
Street Address:	69 Spring Street
City:	Ramsey
State/Country:	NEW JERSEY
Postal Code:	07446
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2389971	THE DOT COM WITH A HUMAN TOUCH
Registration Number:	2494466	YOUR VACATION IS JUST A CLICK AWAY!
Registration Number:	2494465	YOUR DREAM VACATION IS JUST A CLICK AWAY!
Registration Number:	2857596	SIMPLY EXCEPTIONAL
Registration Number:	3085293	WE'RE HERE FOR YOU BEFORE, DURING AND AFTER YOUR VACATION
Registration Number:	3141841	VACATIONS THAT MATTER
Registration Number:	3394702	WHERE HONEYMOONS BEGIN
Registration Number:	3394703	WHERE FAMILY VACATIONS BEGIN
Registration Number:	3401238	WHERE SINGLES TRAVEL BEGINS
Registration Number:	3221690	SPECIAL IS
Registration Number:	3546459	MEXICO EXTRAVAGANZA

CORRESPONDENCE DATA

Fax Number: (713)221-2172

900138080

**TRADEMARK
 REEL: 004017 FRAME: 0522**

OP \$290.00 2389971

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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/
Date:	07/07/2009

Total Attachments: 4
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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS is made and entered into as of July 3, 2009 by and among Liberty Travel, Inc., a corporation organized and existing under the laws of the State of New York ("Assignor") and Flight Centre USA, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of July 3, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the Trademarks of Seller listed on Schedule 1 attached hereto (collectively referred to as the "Marks").

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 agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of its rights, title and interest in and to the Marks, 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 domain names, 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 shall perform all 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 Marks, 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 shall have no obligation to maintain the Marks after the date hereof, and Assignor shall have no liability to Assignee in the event of any failure or termination of rights associated with any Marks after the date hereof, including without limitation any abandonment of an application or termination of a registration for failure to make any filings or pay any applicable fees after the date hereof.

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 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.

[Signatures Follow]

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

ASSIGNOR:

Liberty Travel, Inc.

By: 

Name: _____

DEAN SMITH

Title: _____

DIRECTOR

ASSIGNEE:

Flight Centre USA, Inc.

By: 

Name: _____

Nicole Benson

Title: _____

Director

Schedule 1

Marks

Mark	App. No. / Reg. No.	Filing Date / Reg. Date
THE DOT COM WITH A HUMAN TOUCH	75/846,914 2,389,971	Nov. 12, 1999 Sept. 26, 2000
YOUR VACATION IS JUST A CLICK AWAY!	76/183,164 2,494,466	Dec. 18, 2000 Oct. 2, 2001
YOUR DREAM VACATION IS JUST A CLICK AWAY!	76/183,163 2,494,465	Dec. 18, 2000 Oct. 2, 2001
SIMPLY EXCEPTIONAL	76/524,950 2,857,596	June 23, 2003 June 29, 2004
WE'RE HERE FOR YOU BEFORE, DURING AND AFTER YOUR VACATION	78/625,052 3,085,293	May 6, 2005 April 25, 2006
VACATIONS THAT MATTER	78/727,273 3,141,841	Oct. 5, 2005 Sept. 12, 2006
WHERE HONEYMOONS BEGIN	77/231,612 3,394,702	July 17, 2007 March 11, 2008
WHERE FAMILY VACATIONS BEGIN	77/231,663 3,394,703	July 17, 2007 March 11, 2008
WHERE SINGLES TRAVEL BEGINS	77/231,637 3,401,238	July 17, 2007 March 25, 2008
SPECIAL IS	78/727,297 3,221,690	Oct. 5, 2005 March 27, 2007
MEXICO EXTRAVAGANZA	77/456,769 3,546,459	April 24, 2008 Dec. 16, 2008

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