

**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
Flight Centre USA, Inc.		07/03/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Flight Centre Limited
Street Address:	545 Queen Street
City:	Brisbane, Queensland
State/Country:	AUSTRALIA
Postal Code:	4000
Entity Type:	CORPORATION: AUSTRALIA

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	0813197	GOGO TOURS
Registration Number:	0832712	LIBERTY
Registration Number:	1278957	SUN SPOTS
Registration Number:	2089745	GOGO WORLDWIDE VACATIONS
Registration Number:	2205161	F.I.R.S.T.
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:	2663099	EARN MORE MONEY
Registration Number:	2786087	WHERE TRAVEL AGENTS TURN
Registration Number:	2812456	GOGO ALOHA
Registration Number:	2857596	SIMPLY EXCEPTIONAL
Registration Number:	2959623	CLUB GOGO FOR PREFERRED WORLDWIDE TRAVELERS
Registration Number:	3085293	WE'RE HERE FOR YOU BEFORE, DURING AND AFTER

**TRADEMARK**

**900138101**

**REEL: 004018 FRAME: 0199**

**OP \$590.00 0813197**

		YOUR VACATION
Registration Number:	3141841	VACATIONS THAT MATTER
Registration Number:	3221690	SPECIAL IS
Registration Number:	3394702	WHERE HONEYMOONS BEGIN
Registration Number:	3394703	WHERE FAMILY VACATIONS BEGIN
Registration Number:	3401238	WHERE SINGLES TRAVEL BEGINS
Registration Number:	3546459	MEXICO EXTRAVAGANZA
Registration Number:	3549439	GOGO WORLDWIDE VACATIONS GOING ONE BETTER
Registration Number:	3579685	ON THE GO GUIDE
Serial Number:	77746273	SINCE 1951 ONLY AT YOUR TRAVEL AGENT WORLDWIDE PRODUCT RANGE

**CORRESPONDENCE DATA**

Fax Number: (713)221-2172  
*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

**DOMESTIC REPRESENTATIVE**

Name: Michael F. Hay  
Address Line 1: 711 Louisiana St.  
Address Line 2: Suite 2300  
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Michael F. Hay

Signature: /mfh/

Date: 07/07/2009

Total Attachments: 5  
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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 Flight Centre USA, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignor") and Flight Centre Limited, a corporation organized and existing under the laws of Australia ("Assignee").

**WITNESSETH:**

WHEREAS, the board of directors of the Assignor, by unanimous written consent, dated as of July 3, 2009 (the "Consent"), has resolved to convey to Assignee all of the Trademarks of Assignor 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. 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 Consent.

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*[Signatures Follow]*

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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:

Flight Centre USA, Inc.

By: 

Name: DEAN SMITH

Title: DIRECTOR

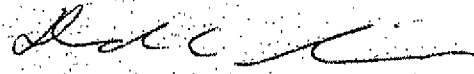
ASSIGNEE:

Flight Centre Limited

By: 

Name: Mr Graham Turner

Title: Managing Director






David Charles Smith  
Company Secretary

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## Schedule 1

Marks

Mark	App. No. / Reg. No.	Filing Date / Reg. Date
	72/224,089 813,197	July 23, 1965 Aug. 16, 1966
LIBERTY	72/228,919 832,712	Sept. 29, 1965 July 25, 1967
SUN SPOTS	73/424,094 1,278,957	May 2, 1983 May 22, 1984
	74/720,916 2,089,745	Aug. 25, 1995 Aug. 19, 1997
F.I.R.S.T.	75/305,674 2,205,161	June 9, 1997 Nov. 24, 1998
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
EARN MORE MONEY	76/382,451 2,663,099	March 13, 2002 Dec. 17, 2002
WHERE TRAVEL AGENTS TURN	76/477,896 2,786,087	Dec. 24, 2002 Nov. 25, 2003
	76/470,975 2,812,456	Nov. 29, 2002 Feb. 10, 2004

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Mark	App. No. / Reg. No.	Filing Date / Reg. Date
SIMPLY EXCEPTIONAL	76/524,950 2,857,596	June 23, 2003 June 29, 2004
	78/364,601 2,959,623	Feb. 9, 2004 June 7, 2005
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
SPECIAL IS	78/727,297 3,221,690	Oct. 5, 2005 March 27, 2007
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
MEXICO EXTRAVAGANZA	77/456,769 3,546,459	April 24, 2008 Dec. 16, 2008
GOGO WORLDWIDE VACATIONS GOING ONE BETTER	77/443,568 3,549,439	April 9, 2008 Dec. 23, 2008
	77/518,969 3,579,685	July 10, 2008 Feb. 24, 2009
SINCE 1951 ONLY AT YOUR TRAVEL AGENT WORLDWIDE PRODUCT RANGE	77/746,273	May 28, 2009

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