

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winshuttle, Inc.		09/01/2010	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Winshuttle, LLC
Street Address:	18323 Bothell Everett Highway, Suite 110
City:	Bothell
State/Country:	WASHINGTON
Postal Code:	98012
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77889865	TRANSACTIONSHUTTLE
Serial Number:	77889899	RUNSHUTTLE
Serial Number:	77889914	QUERYSHUTTLE
Serial Number:	77889920	ESHUTTLE
Serial Number:	77928548	ADAPTIVE QUERY THROTTLING
Registration Number:	3076372	TXSHUTTLE
Registration Number:	3076373	WINSHUTTLE
Registration Number:	3087409	TABLEPRO

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-988-8500
 Email: trademark@fenwick.com
 Correspondent Name: Fenwick & West LLP
 Address Line 1: 801 California Street

CH \$215.00 77889865

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER: 26575-00011-1094

NAME OF SUBMITTER: Hoang-chi Truong

Signature: /hoangchitruong/

Date: 09/07/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of September 1, 2010, by and between, Winshuttle, Inc., a Washington corporation, with a principal place of business at 18323 Bothell Everett Highway, Suite 110, Bothell, Washington 98012 ("Assignor"), and Winshuttle, LLC, a Delaware limited liability company, with a principal place of business at 18323 Bothell Everett Highway, Suite 110, Bothell, Washington 98012 ("Assignee").

WHEREAS, Assignor wishes to assign all of its right, title, and interests in and to all of its trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, including without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names are referred herein collectively as the "Assigned Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interests in, to, and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state, national, and international trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees, and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Winshuttle, Inc.

By:

Name: *Lewis Carpenter* LEWIS CARPENTER

Title: CEO

Winshuttle, LLC

By: *Lewis Carpenter*

Name: LEWIS CARPENTER

Title: CEO

**SCHEDULE I
ASSIGNED TRADEMARKS**

United States Trademark Applications and Registrations

Country	Mark	Application No.	Registration No.	Status
United States	TXSHUTTLE	78/592,787, filed 3/22/05	3,076,372, registered 4/4/06	Registered
United States	WINSHUTTLE	78/592,792, filed 3/22/05	3,076,373, registered 4/4/06	Registered
United States	TABLEPRO	78/592,783, filed 3/22/05	3,087,409, registered 5/2/06	Registered
United States	TRANSACTIONSHUTTLE	77/889,865, filed 12/9/09		Pending
United States	RUNSHUTTLE	77/889,899, filed 12/9/09		Pending
United States	QUERYSHUTTLE	77/889,914, filed 12/9/09		Pending
United States	ESHUTTLE	77/889,920, filed 12/9/09		Pending
United States	ADAPTIVE QUERY THROTTLING	77/928,548, filed 2/4/10		Pending

Community Trademark Registrations

Country	Mark	Application No.	Registration No.	Status
European Union	ESHUTTLE	008752164, filed 12/11/09	008752164, registered 6/11/10	Registered
European Union	QUERYSHUTTLE	008752149, filed 12/11/09	008752149, registered 6/11/10	Registered
European Union	RUNSHUTTLE	008752123, filed 12/11/09	008752123, registered 6/11/10	Registered
European Union	TRANSACTIONSHUTTLE	008751844, filed 12/11/09	008751844, registered 6/11/10	Registered
European Union	WINSHUTTLE	008751778, filed 12/11/09	008751778, registered 6/11/10	Registered

Common Law Marks

CLOSINGEXPRESS
RECORD, MAP, AND RUN
WINSHUTTLE CENTRAL
WINSHUTTLE DIRECT

WINSHUTTLE FORMS
WINSHUTTLE QUERY
WINSHUTTLE RUNNER
WINSHUTTLE STUDIO
WINSHUTTLE TRANSACTION
XSHUTTLE

CENTRAL  TM

DIRECT  TM

FORMS  TM

QUERY  TM

RUNNER  TM

SERVER  TM

STUDIO  TM

TRANSACTION  TM



Trade Names

Winshuttle

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