

**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>
ProMedia.travel, LLC		09/17/2010	LIMITED LIABILITY COMPANY: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Northstar Travel Group, LLC		
<b>Street Address:</b>	100 Lighting Way		
<b>City:</b>	Secaucus		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07094		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3709119	THE TRANSNATIONAL	
Registration Number:	3709118	MANAGEMENT.TRAVEL	
Registration Number:	3709117	PROCUREMENT.TRAVEL	
Registration Number:	3589602	PROMEDIA.TRAVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Elizabeth A. Walker		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2003926.0000		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Walker		

**OP \$115.00 3709119**

Signature:	/Elizabeth A. Walker/
Date:	10/05/2010
Total Attachments: 6 source=ProMedia Trademark Assignment Agreement#page1.tif source=ProMedia Trademark Assignment Agreement#page2.tif source=ProMedia Trademark Assignment Agreement#page3.tif source=ProMedia Trademark Assignment Agreement#page4.tif source=ProMedia Trademark Assignment Agreement#page5.tif source=ProMedia Trademark Assignment Agreement#page6.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of September 17, 2010 by and between ProMedia.travel, LLC, a Connecticut limited liability company (“Assignor”), and Northstar Travel Group, LLC, a Delaware limited liability company (the “Assignee”).

### Introduction

The Assignor and the Assignee have entered into an Asset Purchase Agreement (the “Purchase Agreement”), pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Marks (as defined below).

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and trademark registrations and applications listed on Exhibit A attached hereto (the “Marks”). Assignee wishes to acquire, and Assignor wishes to assign, Assignor’s entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

**1. Assignment.** Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any divisions, reissues, renewals, substitutes, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Marks, (b) all income, royalties and rights to payment with respect to the Marks, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee’s own use and enjoyment.

Assignor requests the Commissioner of Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Marks.

**2. Further Assurances.** Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee’s request, without charge but at Assignee’s expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of

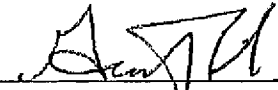
a registration covering any of the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.

**3. Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

PROMEDIA.TRAVEL, LLC

By:   
Name: G. Timothy Reid  
Title: *President; CEO*

NORTHSTAR TRAVEL GROUP, LLC


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

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

PROMEDIA.TRAVEL, LLC

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

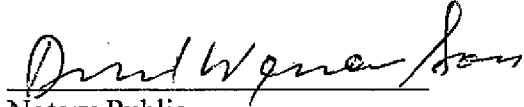
NORTHSTAR TRAVEL GROUP, LLC

By:   
Name: *Thomas L. Kemp*  
Title: *CEO*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 17<sup>th</sup> day of September, 2010 personally appeared the above-named G. Timothy Reid of ProMedia.travel, LLC, and acknowledged the foregoing instrument to be the free act and deed of Assignor, before me,



Notary Public

My Commission Expires \_\_\_\_\_

DAVID WERNER SASS  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02SAB767400  
QUALIFIED IN NEW YORK  
COMMISSION EXPIRES NOVEMBER 25, 2010

**Exhibit A**

**Marks**

<b>Word Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
THE TRANSNATIONAL	77142915	3709119
MANAGEMENT.TRAVEL	77142898	3709118
PROCUREMENT.TRAVEL	77142892	3709117
PROMEDIA.TRAVEL	77142872	3589602