

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale, Assignment of Assets and Power of Attorney		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Private Escapes Premiere, LLC		09/15/2009	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Ultimate Escapes Holdings, LLC		
Street Address:	Suite 225		
Internal Address:	3501 W. Vine Street		
City:	Kissimmee		
State/Country:	FLORIDA		
Postal Code:	34741		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3087191	PRIVATE ESCAPES	
Registration Number:	3087222	PE PRIVATE ESCAPES	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3087191		
NAME OF SUBMITTER:	Rachelle A. Dubow		

OP \$65.00 3087191

900178739

**TRADEMARK
 REEL: 004433 FRAME: 0513**

Signature:	/rachelle dubow/
Date:	12/14/2010
Total Attachments: 8 source=BILLOFSALE#page1.tif source=BILLOFSALE#page2.tif source=BILLOFSALE#page3.tif source=BILLOFSALE#page4.tif source=BILLOFSALE#page5.tif source=BILLOFSALE#page6.tif source=BILLOFSALE#page7.tif source=BILLOFSALE#page8.tif	

BILL OF SALE, ASSIGNMENT OF ASSETS AND POWER OF ATTORNEY

THIS BILL OF SALE, ASSIGNMENT OF ASSETS AND POWER OF ATTORNEY (this "Assignment") is made and executed effective the 5th day of September, 2009, by Private Escapes Holdings, LLC, a Delaware limited liability company ("PEH"), Private Escapes Premiere, LLC, a Colorado limited liability company ("Premiere"), Private Escapes Platinum, LLC, a Colorado limited liability company ("Platinum") and Private Escapes Pinnacle, LLC, a Colorado limited liability company ("Pinnacle") (PEH, Premiere, Platinum and Pinnacle are collectively hereinafter referred to as "Assignor"), to and for the benefit of Ultimate Escapes Holdings, LLC, a Delaware limited liability company (hereinafter referred to as "Assignee").

Pursuant to that certain Third Amended and Restated Contribution Agreement dated July 21, 2009 by and between Private Escapes Holdings, LLC, a Delaware limited liability company (as assignee in interest to Private Escapes Premiere, LLC, a Colorado limited liability company) on behalf of itself and certain of its affiliates, and Ultimate Escapes Holdings, LLC, a Delaware limited liability company, on behalf of itself and all of its affiliates, together with all other related amendments, supplements, agreements, documents and/or instruments, and all annexes, appendices, exhibits and/or schedules thereto (as the same has been and may hereafter be amended, modified or supplemented from time to time, collectively, the "Contribution Agreement"), PEH agreed to cause Assignor to contribute, transfer, assign, convey and deliver to Assignee, all of Assignor's right, title and its entire LLC membership interest in and to each of Companies (as defined below), as more particularly described in the Contribution Agreement. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms as set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby: (i) contribute, sell, transfer, assign, convey and deliver to Assignee, its successors and assigns, with the representations, warranties, covenants and agreements of Assignor as provided in the Contribution Agreement, which representations, warranties, covenants and agreements are incorporated herein by this reference, all of Assignor's right, title and interest, legal or equitable, in and to all of the assets, properties and rights of Assignor described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Assets"); (ii) appoint Assignee as Assignor's attorney-in-fact, with full power of substitution, to demand, receive, and collect for Assignee's own use and benefit all debts, obligations, and accounts receivable owing to the Assignor that are included in the Assets; and (iii) authorize Assignee to do all things legal and permissible, required, or deemed by Assignee to be required to recover and collect the debts, obligations and accounts receivable owing to the Assignor that are included in the Assets and to use Assignor's name in any manner Assignee may deem reasonably necessary solely for the purposes of collecting and recovering such debts, obligations, and accounts receivable included in the Assets.

At the Closing, or promptly thereafter, Assignor shall deliver to Assignee control and possession of all of the Assets, together with any and all documents and instruments evidencing ownership therein, including, without limitation, all files, collateral files, software, hardware, physical Assets, title, credit agreements, trademark, service mark, trade dress, copyright and other applications and approvals relating to the Holdings Intangible Property, membership agreements (together with all addenda, amendments, certificates and/or modifications thereto), notes receivable and any and all other documents and instruments relating thereto.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Assignment has been executed and delivered effective as of the date first written above.

ASSIGNOR:

Signed, sealed and delivered
in the presence of

Witness

STATE OF FLORIDA
COUNTY OF Osceola

Private Escapes Holdings, LLC,
a Delaware limited liability company

By: [Signature]
Richard V. Keith, its Managing Member/CEO

Before me, the undersigned authority, personally appeared Richard V. Keith, as Managing Member/CEO of Private Escapes Holdings, LLC, a Delaware limited liability company, who is personally known to me to be the individual who executed, sealed and delivered the foregoing instrument as such Managing Member/CEO and he/she duly acknowledged before me that he/she executed the same freely and voluntarily as the act and deed of said limited liability company.

10th WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THIS
DAY OF September, 2009.

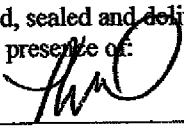


[Signature]
Notary Public, State of Florida
My commission expires: 11/2/09

[Signatures continued on following page]

IN WITNESS WHEREOF, this Assignment has been executed and delivered effective as of the date first written above.

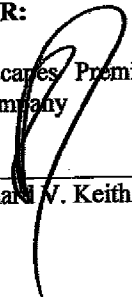
Signed, sealed and delivered
in the presence of:



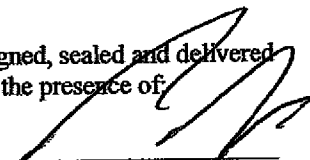
Witness

ASSIGNOR:

Private Escapes Premiere, LLC, a Colorado limited liability company

By: 
Richard V. Keith, its Agent

Signed, sealed and delivered
in the presence of:




Witness

STATE OF FLORIDA
COUNTY OF Colorado

Before me, the undersigned authority, personally appeared Richard V. Keith, as Agent of Private Escapes Premiere, LLC, a Colorado limited liability company, who is personally known to me to be the individual who executed, sealed and delivered the foregoing instrument as such Agent and he/she duly acknowledged before me that he/she executed the same freely and voluntarily as the act and deed of said limited liability company.

10th DAY OF September, 2009. WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THIS




Notary Public, State of Florida
My commission expires: 11/2/09.

Signatures continued on following page]

IN WITNESS WHEREOF, this Assignment has been executed and delivered effective as of the date first written above.

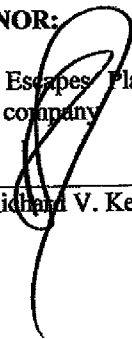
Signed, sealed and delivered
in the presence of:



Witness

ASSIGNOR:

Private Escapes Platinum, LLC, a Colorado limited liability company

By: 

Richard V. Keith, its Agent

Signed, sealed and delivered
in the presence of:



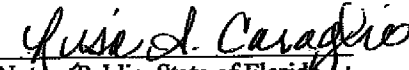
Witness

STATE OF FLORIDA
COUNTY OF Osceola

Before me, the undersigned authority, personally appeared Richard V. Keith, as Agent of Private Escapes Platinum, LLC, a Colorado limited liability company, who is personally known to me to be the individual who executed, sealed and delivered the foregoing instrument as such Agent and he/she duly acknowledged before me that he/she executed the same freely and voluntarily as the act and deed of said limited liability company.

10th WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THIS
DAY OF September, 2009.





Notary Public, State of Florida
My commission expires: 11/2/09

[Signatures continued on following page]

IN WITNESS WHEREOF, this Assignment has been executed and delivered effective as of the date first written above.

Signed, sealed and delivered
in the presence of:

Witness

Signed, sealed and delivered
in the presence of:

Witness

ASSIGNOR:

Private Escapes Pinnacle, LLC, a Colorado limited
liability company

By: Richard V. Keith, its Agent

STATE OF FLORIDA
COUNTY OF Osceola

Before me, the undersigned authority, personally appeared Richard V. Keith, as Agent of Private Escapes Pinnacle, LLC, a Colorado limited liability company, who is personally known to me to be the individual who executed, sealed and delivered the foregoing instrument as such Agent and he/she duly acknowledged before me that he/she executed the same freely and voluntarily as the act and deed of said limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THIS
10th DAY OF September, 2009



Lisa A. Caraglio
Notary Public, State of Florida
My commission expires: 11/2/09

EXHIBIT "A"

"Assets" shall mean all of the assets, properties and rights of Assignor, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise relating to or utilized by Assignor, directly or indirectly, in whole or in part, in existence on the date hereof, whether or not carried on the Financial Statements-PE, and wherever located; excluding, however, the Excluded Assets (as defined hereinbelow), and which Assets are intended, by way of example and not limitation, to include the following:

(a) All of Private Escapes Holdings, LLC's right, title and its entire LLC membership interest in and to Ultimate Escapes Clubs, LLC, a Delaware limited liability company (the "Company"), including, but not limited to, all rights to receive from time to time its share of profits, income, surplus, compensation, return of capital, distributions and other reimbursements and payments from the Company and the right to participate in the management of the business and affairs of the Company, free and clear of all liens, claims, encumbrances, options and restrictions of every kind.

(b) All PE Intangible Property held in the name of or otherwise owned by Assignor, including, by way of example and not limitation, the following: (1) those certain Leases set forth on Exhibit E to the Contribution Agreement, (2) Amenities Club Memberships, (3) PE DC Memberships, (4) rights under all Declarations in connection with the PE Real Property, (5) rights under assignable licenses or permits, (6) rights to the names "Private Escapes", "Private Escapes Premiere" "Private Escapes Platinum", and "Private Escapes Pinnacle", (7) PE Intellectual Property (including, by way of example and not limitation, all copyrights, trademarks, service marks, patents, derivative works, Trade Secrets, PE Content and any other assets of PE and/or any PE Affiliate or used by PE in connection with its business and as may commonly be referred to or known as intellectual property), (9) Websites, (10) Personal Information, (11) Option Agreements, (12) PE Accounts Receivable, (13) PE Data, and (14) other business/assets existing as of the Balance Sheet Date; and which are held in the name of or otherwise owned by Assignor, excepting, however, all Excluded Assets held in the name of or otherwise owned by Assignor;

(c) All PE Personal Property held in the name of or otherwise owned by Assignor; and

(d) All PE FF&E held in the name of or otherwise owned by Assignor.

"Excluded Assets" shall mean all the following assets, properties and rights, together with the following liabilities of Assignor, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise relating to or utilized by Assignor, directly or indirectly, in whole or in part, in existence on the date hereof, whether or not carried on the Financial Statements-PE, and wherever located:

(a) All PE Excluded Property held in the name of or otherwise owned by Assignor;

(b) All Unassumed Liabilities (including, without limitation, all Unassumed Liabilities – Closing and Unassumed Liabilities – Post Closing);

(c) Assignor's membership interest in Private Escapes Premiere, LLC, a Colorado limited liability company, representing a one-hundred percent (100%) membership interest therein; Assignor's membership interest in Private Escapes Platinum, LLC, a Colorado limited liability company, representing a one-hundred percent (100%) membership interest therein; and Assignor's membership interest Private Escapes Pinnacle, LLC, a Colorado limited liability company, representing a one-hundred percent (100%) membership interest therein;

(d) Any and all capital stock, limited liability membership interests or other equity, ownership, proprietary or voting interest in any Person; excepting, however, Assignor's right, title and entire membership interest in the Company;

(e) Any Lease and/or lease, rental or similar real property usage agreement and/or similar real property usage right and/or obligation held in the name of or otherwise owned by Assignor and which is not listed on Exhibit E of the Contribution Agreement;

(f) All PE DC Memberships and associated assets assigned or to be assigned to Ultimate Escapes Premiere Club, LLC, Ultimate Escapes Signature Club, LLC or Ultimate Escapes Elite Club, LLC in connection with the Contribution Agreement;

At the Closing, or promptly thereafter, Assignor shall deliver to Assignee control and possession of all of the Assets, together with any and all documents and instruments evidencing ownership therein, including, without limitation, all files, collateral files, software, hardware, physical Assets, title, credit agreements, trademark, service mark, trade dress, copyright and other applications and approvals relating to the Holdings Intangible Property, membership agreements (together with all addenda, amendments, certificates and/or modifications thereto), notes receivable and any and all other documents and instruments relating thereto.

The foregoing undefined capitalized terms shall have the meanings assigned thereto in the Contribution Agreement. The Contribution Agreement hereinabove referred to shall mean that certain Third Amended and Restated Contribution Agreement dated July 21, 2009 by and between the Private Escapes Holdings, LLC, a Delaware limited liability company (as assignee in interest to Private Escapes Premier, LLC, a Colorado limited liability company) on behalf of itself and certain of its affiliates, and Ultimate Escapes Holdings, LLC, a Delaware limited liability company, on behalf of itself and all of its affiliates, together with all other related amendments, supplements, agreements, documents and/or instruments, and all annexes, appendices, exhibits and/or schedules thereto, as the same has been and may hereafter be amended, modified or supplemented from time to time.

**SCHEDULE 4.1(y)
Intellectual Property**

Trademarks

<u>Company</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Private Escapes, LLC	USA	"Private Escapes"	3,087,191	5/11/2004	5/2/2006	None
	USA	Logo	3,087,222	9/7/2004	5/2/2006	None
	Colo	"Private Escapes"	20031388507	12/9/2003	12/9/2003	None
	Colo	"Private Escapes Premiere"	20061238042	6/9/2006	6/9/2006	None
	Colo	Tradenname: "Destination Clubs by Private Escapes"	20041408057	11/29/2004	11/29/2004	None
	Colo	Tradenname: "Private Escapes Destination Clubs, LLC"	20061461337	11/10/2006	11/10/2006	None
Private Escapes Platinum, LLC	USA	"Private Escapes Platinum"	3,084,555	8/13/2004	4/25/2006	None
	USA	Logo	3,075,835	9/2/2004	4/4/2006	None
	Colo	"Private Escapes Platinum"	20041269945	7/30/2004	7/30/2004	None
Private Escapes Pinnacle, LLC	USA	Mark "Private Escapes Pinnacle"	77217701	6/28/2007	Abandoned ¹	None
	USA	Design - Private Escapes Pinnacle Logo	77217770	6/28/2007	Abandoned ¹	None

Patents: None

Copyrights: None

Domain Names: whatisadestinationclub.com, whatsadestinationclub.com, private-escapes.com, ultimateescapes.net, ultimateescapes.org, ultimateescapes.tv, privateescapes.com, privateescapes.co.uk

¹ This application was abandoned due to the impending transaction between PE and URH.