

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
HomeAway, Inc.		03/03/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HomeAway.com, Inc.		
Street Address:	1011 W. Fifth Street		
Internal Address:	Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77528500		
CORRESPONDENCE DATA			
Fax Number:	(650)566-9922		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 566-9912		
Email:	filing@kokkalaw.com		
Correspondent Name:	Kokka & Backus, PC		
Address Line 1:	Attn: Scott S. Kokka		
Address Line 2:	703 High Street		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	HOM-003TM		
NAME OF SUBMITTER:	Scott S. Kokka		
Signature:	/Scott S. Kokka/		

OP \$40.00 77528500

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**TRADEMARK
 REEL: 004490 FRAME: 0105**

Date:

03/04/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into by and between HomeAway, Inc., a Delaware corporation, with its principal office at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703 ("Assignor"), and HomeAway.com, Inc., a Delaware corporation, with its principal office at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of, United States Trademark Application Serial No. 77/528,500 filed on July 22, 2008, together with the goodwill of the business associated therewith (collectively, the "Mark"); and

WHEREAS, Assignor represents and warrants that it is the sole owner of all right, title and interest in and to the Mark and that it has adopted, used, and is using the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee the entire right, title and interest in and to the Mark together with the good will of the business symbolized by the Mark, for the United States and therefor, any resulting registrations, renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the execution date or thereafter, including, without limitation, all causes of action, rights or remedies, including but not limited to all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to initiate judicial proceedings (or administrative proceedings or other proceedings) and to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation),

requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the latest date (i.e., the execution date) set forth below.

HomeAway, Inc.

By: Melissa Fruger
Name: Melissa Fruger
Title: VP of Legal
Date: March 3, 2011

HomeAway.com, Inc.

By: Melissa Fruger
Name: Melissa Fruger
Title: VP of Legal
Date: March 3, 2011