

**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>
1800Hotels Ltd.		02/11/2011	CORPORATION: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Travel Leaders Group, LLC		
<b>Street Address:</b>	6442 City West Parkway		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344-3245		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3727287	1800HOTELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612/336-4615		
<b>Email:</b>	rerickson@merchantgould.com		
<b>Correspondent Name:</b>	Christopher Schulte		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	16140.5US01		
<b>NAME OF SUBMITTER:</b>	Christopher J. Schulte		
<b>Signature:</b>	/Christopher J.Schulte/		
<b>Date:</b>	03/14/2011		

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**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS AGREEMENT

This ASSIGNMENT OF TRADEMARKS AGREEMENT ("Assignment" or "Agreement"), effective as of the 11<sup>th</sup> day of February, 2011 (the "Effective Date"), is entered into BY and BETWEEN 1800HOTELS LTD., a corporation of Ireland, with its principal place of business located at 1-2 The Grain Store Distillery Lofts, Distillery Lofts Road, Dublin, Ireland ("the Assignor", which expression shall include the Assignor's personal representatives and successors in title), and TRAVEL LEADERS GROUP, LLC, a Delaware limited liability company, with its principal place of business located at 6442 City West Parkway, Minneapolis, MN 55344-3245 ("the Assignee")(hereinafter referred to collectively as "the Parties" or individually as "the Party"). The term "trademark" as used herein refers collectively to any trademark, service mark, certification mark, and/or collective membership mark.

WHEREAS, the Assignor represents that it is the lawful owner of the trademarks 1800HOTELS in the United States and in the European Union (hereafter, collectively, "the Trademarks") and that it owns any and all rights in and to the Trademarks in the United States and in the European Union and the goodwill associated therewith; and

WHEREAS, the Assignor represents that it is using the Trademarks in its business in the United States and in the European Union; and

WHEREAS, the Assignor represents that it has not abandoned the Trademarks in the United States or in the European Union; and

WHEREAS, the Assignor is the owner of the service mark registrations listed in Exhibit A attached to this Agreement and incorporated herein, in the United States Patent and Trademark Office ("USPTO") and the Office For Harmonization In The Internal Market for the marks 1800HOTELS (hereafter, collectively, "the Trademark Registrations"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademarks and the Trademark Registrations and the goodwill symbolized by such Trademarks to the Assignee, and is desirous of transferring such rights worldwide; and

WHEREAS, the Assignee is a successor to a portion of the business of the Assignor to which the Trademarks pertain and is desirous of acquiring the Trademarks and the Trademark Registrations and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.0 The Assignor represents and warrants that:
  - 1.1 The Trademarks do not violate or infringe any intellectual property, personal or property rights of others, including but not limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;
  - 1.2 The Assignor has no knowledge of any threatened or pending claims regarding the Trademarks and the Trademark Registrations, including but not limited to any claims or threatened claims of infringement of any intellectual property rights, personal or property rights of others, common law right, or privacy rights of others;
  - 1.3 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and

- 1.4 The Assignor is the sole owner of any and all rights, title and interest in and to the Trademarks and the Trademark Registrations, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States, in the European Union and in the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademarks and the Trademark Registrations (and all extensions and renewals of any trademark application and registration resulting therefrom, and all extensions and renewals of the Trademark Registrations, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademarks and the Trademark Registrations and the portion of the business of the Assignor to which the Trademarks and the Trademark Registrations pertain. The Assignor further assigns to the Assignee the right to apply for trademark registrations in the United States Patent and Trademark Office and throughout the world for the Trademarks and variations thereof (in addition to the above-listed Trademark Registrations) and all rights to renewals and extensions for any such trademark registrations.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademarks and the Trademark Registrations (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any recoveries therefore, and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks or the Trademark Registrations.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademarks in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 6.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademarks.
- 7.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademarks and the Trademark Registrations, and to effectuate this Agreement.
- 8.0 The Assignor agrees not to oppose, seek to cancel, or otherwise challenge the Trademark Registrations or any future application filed by the Assignee to register the Trademarks or any variation thereof, or seek to cancel any registrations resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademarks.
- 9.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademarks and the Trademark Registrations, are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademarks and the Trademark Registrations, or any derivative thereof.
- 10.0 The Assignor expressly agrees to defend, indemnify and hold the Assignee harmless from any loss, damage, or injury arising out of or based upon any claims, demands or lawsuits alleging in whole or in part violation of trademark or conversion of the Trademarks or any part thereof. Losses under this section shall include, but not be limited to costs, damages and attorneys' fees.

The Assignor's duty to indemnify, defend, and hold the Assignee harmless shall apply to claims or actions founded in whole or in part on any alleged negligence of the Assignor, its representatives, employees, agents, officers or directors.

- 11.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 12.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 13.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 14.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 15.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida, U.S.A. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in Pinellas County, Florida, U.S.A., or in the United States District Court for the Middle District of Florida, Tampa Division.
- 16.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademarks Agreement" on this 11<sup>th</sup> day of February, 2011.

1800HOTELS LTD.,  
a corporation of Ireland ("ASSIGNOR")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF New York

COUNTY OF Kings

The foregoing Assignment was acknowledged before me this 11 day of February, 2011, by Guillermo Kaplan, who is Driver's License personally known to me or who has produced as identification.

Suzanne Halama  
Notary Public (signature)  
Suzanne Halama  
Notary Public (print or type)

Serial No. 01HA6096068  
My commission expires: 09/07/2011

SUZANNE HALAMA  
Notary Public, State of New York  
No. 01HA6096068  
Qualified in Kings County  
Commission Expires Sept. 7, 2011

TRAVEL LEADERS GROUP, LLC,  
a Delaware limited liability company ("ASSIGNEE")

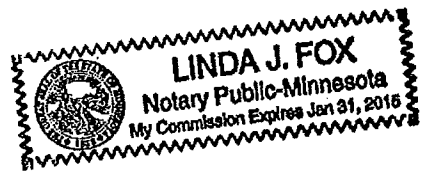
By: Robert Brill  
Name: Robert Brill  
Title: SVP / GC

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing Assignment was acknowledged before me this 3rd day of March, 2011, by Robert Brill, who is ✓ personally known to me or who has produced as identification.

Linda J. Fox  
Notary Public (signature)  
Linda J. Fox  
Notary Public (print or type)

Serial No. \_\_\_\_\_  
My commission expires: 1/31/2015



**EXHIBIT A**

1800HOTELS, United States Patent and Trademark Office Registration No. 3,727,287

1800HOTELS, Office For Harmonization In The Internal Market (European Union) CTM Registration No.  
005652573