

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ultimate Escapes Holdings, LLC		11/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Demeure Operating Company (Delaware) Inc.
<b>Street Address:</b>	PO Box 40088
<b>Internal Address:</b>	75 King Street South
<b>City:</b>	Waterloo - Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3795253	ULTIMATE GIVING
Registration Number:	3820548	
Registration Number:	3075835	PE PRIVATE ESCAPES PLATINUM
Registration Number:	3084555	PRIVATE ESCAPES PLATINUM
Registration Number:	3087222	PE PRIVATE ESCAPES
Registration Number:	3087191	PRIVATE ESCAPES

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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

OP \$165.00 3795253

**900187971**

**TRADEMARK**  
**REEL: 004511 FRAME: 0176**

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

3795253

**DOMESTIC REPRESENTATIVE**

Name: David O. Johanson, Esq.  
Address Line 1: Bingham McCutchen LLP  
Address Line 2: One Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Eileen Sullivan

Signature:

/eileen sullivan/

Date:

03/30/2011

Total Attachments: 8  
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**DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT**

This Domain Name and Trademark Assignment Agreement (the "Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010 (the "Effective Date") by and among Laurence Development LP, an Ontario limited partnership (the "Buyer"), Demeure Operating Company (Delaware) Inc., a Delaware corporation, designated by the Buyer to be the entity to which the rights identified and described herein shall be assigned (the "Assignee"), Ultimate Escapes Holdings, LLC, a Delaware limited liability company (the "Seller") and Ultimate Escapes Holdings, LLC, a Delaware limited liability company as agent for the Seller (in such capacity, the "Agent" and collectively with the Seller, the "Assignors"). Defined terms used and not defined elsewhere in Agreement have the meanings ascribed to them in that certain Agreement of Sale and Purchase dated as of October 21, 2010 (the "Agreement") by and among Buyer, Agent, Seller and certain other parties, together with Seller, collectively described therein as the "Sellers".

Assignors confirm and acknowledge that:

WHEREAS, on September 20, 2010 (the "Petition Date"), (i) Assignors and certain of their Affiliates filed voluntary petitions initiating Cases under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., in the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") and (ii) the Seller and certain of its Affiliates filed the Sale Motion which is included as an attachment to the Agreement; and

WHEREAS, the Agreement provides that Seller shall sell, and Buyer or its designee shall purchase, certain property, including the property covered by this Assignment; and

WHEREAS, the Buyer has designated the Assignee as its designee, pursuant to the terms of the Agreement, to acquire all right, title and interest in and to the domain names identified on Exhibit A hereto (the "Domain Names") and the trademarks identified on Exhibit B hereto (the "Trademarks"), along with any goodwill symbolized by the Domain Names and along with the ongoing business and the goodwill of the business symbolized by the Trademarks; and

WHEREAS, Assignors desire to sell, transfer and assign to Assignee, and Assignee desires to acquire from Assignors, pursuant to Section 363 of the Bankruptcy Code, all right, title and interest in and to the Domain Names and the Trademarks, along with any goodwill symbolized by the Domain Names and along with the ongoing business and the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree that:

Assignment of Domain Names.

1. Assignors hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all encumbrances and liens, all of Assignors' right, title and interest in and to the Domain Names, any other rights appurtenant to the Domain Names, all registrations thereof, any goodwill symbolized thereby, and all rights to sue for past, present or future infringement and to receive any recoveries therefor. Concurrently with the execution of this Agreement, Assignors

shall provide Assignee with all relevant account information for each Domain Name, including, but not limited to all log-in names, user names, authorization codes and passwords as may be necessary to enable Assignee to update, modify or remove content from the associated websites. Promptly after the Effective Date, Assignors shall unlock the Domain Names and use commercially reasonable efforts to undertake such other acts as may be reasonably required to transfer all right, title and interest in and to the Domain Names to Assignee.

2. Assignors and Assignee will promptly execute all documents and authorizations and take all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Domain Names, including, but not limited to, completing, executing or authorizing the transfer of the Domain Names pursuant to the procedures set forth by each of the Domain Name Registrars identified on Exhibit A.

3. Assignors authorize and request Network Solutions, Inc., or any other registration authority, to transfer the Domain Names and the registrations thereof from the Assignors to the Assignee.

4. Assignors hereby acknowledge that upon transfer of the Domain Names, Assignee shall be the sole and exclusive owner of all right, title and interest in the Domain Names. Assignors agree that from the date of this Assignment forward, none of them, nor any of their agents, assigns, representatives, Affiliates, companies, partners, or employees will assert any interest in, use or register with any agency or administrative body, any trademark, service mark, domain name or business name that is confusingly similar to the Domain Names.

Assignment of Trademarks. Assignors also hereby sell, transfer, convey and deliver to Assignee, free and clear of all encumbrances and liens, all of Assignors' right, title and interest in and to the Trademarks, including the business to which the Trademarks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and all rights to sue for past, present and future infringement and to receive any recoveries therefor. Assignors do further consent to the recordation of this Assignment with any governmental agency.

Mutual Cooperation. Assignors agree, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the rights, titles and interests conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

Further Assignment. After the execution of this Assignment and the receipt of approval of the Bankruptcy Court, Assignee shall have complete freedom to sell, encumber, transfer, assign or otherwise dispose of its rights relating to the Domain Names and the Trademarks in any manner whatsoever.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]***

IN WITNESS WHEREOF, Assignors, Buyer and Assignee have executed this Assignment as of the date first written above.

SELLER:

ULTIMATE ESCAPES HOLDINGS, LLC

By: Sheon Karol

Name: Sheon Karol

Title: CRO

STATE OF New York

COUNTY OF New York

SUBSCRIBED AND SWORN to before me on this 23 day of November 2010, appeared Sheon Karol, the person who signed this instrument, who acknowledged that s/he is the CRO of Ultimate Escapes Holdings, LLC and that being duly authorized s/he signed such instrument as a free act on behalf of Ultimate Escapes Holdings, LLC.

Notary Public Elizabeth M Connolly

My Commission Expires: 11/2013

ELIZABETH M CONNOLLY  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 02006213945  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 11/23/2013

[SIGNATURE PAGE TO DOMAIN NAME AND TRADEMARK ASSIGNMENT  
AGREEMENT]

AGENT:

ULTIMATE ESCAPES HOLDINGS, LLC

By: Sheon Karol

Name: Sheon Karol

Title: Chief Restructuring Officer

STATE OF New York

COUNTY OF New York

SUBSCRIBED AND SWORN to before me on this 23 day of November, 2010, appeared Sheon Karol the person who signed this instrument, who acknowledged that he is the Chief Restructuring Officer of Ultimate Escapes Holdings, LLC and that being duly authorized he signed such instrument as a free act on behalf of Ultimate Escapes Holdings, LLC.

Notary Public Elizabeth M Connolly

My Commission Expires: 11/23/2013

ELIZABETH M CONNOLLY  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 02CO6213945  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 11/23/2013

**[SIGNATURE PAGE TO DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT]**

BUYER:

LAURENCE DEVELOPMENT LP

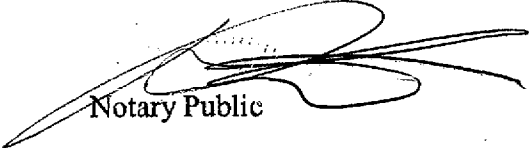
By: Laurence Development Inc., Its General Partner

By:   
Jeffrey W. Paterson

Authorized Signing Officer

*Provinc*  
STATE OF *Ontario*  
COUNTY OF *Waterloo*

SUBSCRIBED AND SWORN to before me on this \_\_\_ day of \_\_\_\_\_, 2010, appeared Jeffrey W. Patterson, the person who signed this instrument, who acknowledged that he is the Authorized Signing Officer of Laurence Development Inc., general partner of Laurence Development LP and that being duly authorized he signed such instrument as a free act on behalf of Laurence Development Inc., general partner of Laurence Development LP.

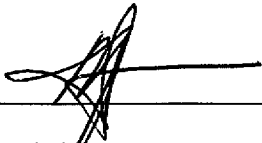
  
Notary Public

My Commission Expires:

[SIGNATURE PAGE TO DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT]


ASSIGNEE:

DEMEURE OPERATING COMPANY (DELAWARE) INC.

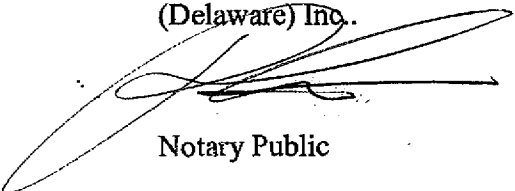
By:  \_\_\_\_\_

Peter Schwartz

Chief Executive Officer

  
STATE OF Arizona  
COUNTY OF Maricopa

SUBSCRIBED AND SWORN to before me on this \_\_\_ day of \_\_\_\_\_, 2010, appeared Peter Schwartz, the person who signed this instrument, who acknowledged that he is the Chief Executive Officer of Demeure Operating Company (Delaware) Inc. and that being duly authorized he signed such instrument as a free act on behalf of Demeure Operating Company (Delaware) Inc.



Notary Public

My Commission Expires:

**[SIGNATURE PAGE TO DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT]**



**EXHIBIT A****DOMAIN NAMES**

<b><u>Domain Name</u></b>	<b><u>Owner</u></b>	<b><u>Registrar</u></b>	<b><u>Expiration Date</u></b>
privateescapes.com	Ultimate Resort Holdings, LLC (via Bill of Sale from Private Escapes, LLC, dated September 15, 2009)	Network Solutions, LLC	16-Apr-2016
private-escapes.com	Ultimate Resort Holdings, LLC (via Bill of Sale from Private Escapes, LLC, dated September 15, 2009)	Network Solutions, LLC	24-Apr-2012
Ultimateescapes.info	Ultimate Resort Holdings, LLC (via Bill of Sale from Private Escapes, LLC, dated September 15, 2009)	Network Solutions, LLC	10-Sep-2012
Ultimateescapes.net	Ultimate Resort Holdings, LLC (via Bill of Sale from Private Escapes, LLC, dated September 15, 2009)	Network Solutions, LLC	10-Sep-2012
Ultimateescapes.org	Ultimate Resort Holdings, LLC (via Bill of Sale from Private Escapes, LLC, dated September 15, 2009)	Network Solutions, LLC	10-Sep-2012
Ultimateescapes.tv	Ultimate Resort Holdings, LLC (via Bill of Sale from Private Escapes, LLC, dated September 15, 2009)	Network Solutions, LLC	10-Sep-2012

Exhibit

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**TRADEMARK**  
**REEL: 004511 FRAME: 0184**

**EXHIBIT B****TRADEMARKS**

<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>
ULTIMATE GIVING	Registered - Supplemental Register.	U.S. Reg. No. 3795253
Design Only (Two Hands with Heart)	Registered	U.S. Reg. No. 3820548
PRIVATE ESCAPES PLATINUM (and Design)	Registered	U.S. Reg. No. 3075835
PRIVATE ESCAPES PLATINUM	Registered	U.S. Reg. No. 3084555
PRIVATE ESCAPES PLATINUM	Registered	Colorado State Registration. No.: 20041269945
PE PRIVATE ESCAPES (and Design)	Registered	3087222
PRIVATE ESCAPES	Registered	3087191
PRIVATE ESCAPES PREMIERE	Registered	Colorado State Registration No.: 20061238042
DESTINATION CLUBS BY PRIVATE ESCAPES	Registered	Colorado State Registration No.: 20041408057
PRIVATE ESCAPES DESTINATION CLUBS, LLC	Registered	Colorado State Registration No.: 20061461337
PRIVATE ESCAPES	Registered	Colorado State Registration No.: 20031388507

Exhibit

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