

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
TRX, Inc.		03/01/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	TRX Acquisition Corp.		
Street Address:	6600 Bessemer Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44127		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2948988	TRX INC.	
CORRESPONDENCE DATA			
Fax Number:	(651)389-9229		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	651-261-8409		
Email:	jfinch@finch-law.com		
Correspondent Name:	Julie Finch		
Address Line 1:	2190 Sargent Avenue		
Address Line 4:	St. Paul, MINNESOTA 55105		
NAME OF SUBMITTER:	Julie Finch		
Signature:	/Julie Finch/		
Date:	04/01/2011		
Total Attachments: 1 source=2011 03 01 TRx Bill of Sale TRX Sale of Assets#page1.tif			

OP \$40.00 2948988

BILL OF SALE
(TRX, Inc.)

KNOW ALL MEN BY THESE PRESENTS, that, TRX, Inc., having its principal place of business located at 3300 -5th Street NE, Suite 250, Minneapolis, Minnesota 55418, the "Seller", for Ten Dollars and other consideration received to its full satisfaction of TRX ACQUISITION CORP., the "Buyer", has bargained, sold and conveyed, and by these presents does bargain, sell, and convey unto the said Buyer, its successors and assigns, and pursuant to that certain Asset Purchase Agreement dated of even date herewith (all capitalized words used herein shall have the same meaning as set forth in the Asset Purchase Agreement), the following:

All of the right, title and interest of Seller in and to the following described assets, properties, rights, and contracts, wherever located, whether tangible or intangible, which are owned by, licensed by, leased by, or in the possession of Seller, whether or not reflected on the books and records of Seller (the "Purchased Assets"), and which are used or useful in the Business, free and clear of all liens, claims, charges, security interests, restrictions and other encumbrances of any kind of nature:

1.1.1. All Authorities, a list of which is attached as Schedule 1.1.1.

1.1.2. All customer, vendor, driver, Owner/Operator, and other business records, including any customer and vendor quotations made or received during the past 12 months, all terminal records, and all safety records.

1.1.3. All contract rights and licenses, including customer contracts, agreements with Owner/Operators, Brokerage Carrier contracts, interchange agreements, and rights in insurance contracts (collectively, the "Contracts"); provided, however, the Contracts shall not include Seller's real estate leases for its existing business locations or any office equipment leases, or the Master Agency Agreement entered into in connection with the Agreement.

1.1.4. All goodwill and going concern value of the Business.

1.1.5. All telephone and facsimile numbers (which numbers may be shared with Seller), internet domain addresses, websites, and billing processes and procedures associated with the Business presently located at the Seller's existing business locations.

1.1.6. All trademarks, trade names and service marks, and registrations and applications therefore, domestic and foreign, used or useful in the Business (the "Trademarks"), including without limitation those that are listed on Schedule 1.1.6 delivered hereunder, together with any and all goodwill associated with such Trademarks.

TO HAVE AND TO HOLD, the same unto the said Buyer, its successors and assigns, to their own proper use and behoove forever.

IN WITNESS WHEREOF, I have hereunto set my hand at MINNEAPOLIS, MINNESOTA this 1st day of March, 2011.

TRX, INC.

By: 

Thomas R. Burke, President