

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
Robert L. McGinley		02/15/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Right Connection, Inc.		
Street Address:	2375 East Tropicana Avenue		
Internal Address:	# 172		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2008780	LIFESTYLES TOURS & TRAVEL	
Registration Number:	3467869	LIFESTYLES RESORTS	
CORRESPONDENCE DATA			
Fax Number:	(925)648-4358		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	925-648-4839		
Email:	john@allmarktrademark.com		
Correspondent Name:	John E. Russell		
Address Line 1:	Allmark Trademark		
Address Line 2:	4041 Sugar Maple Drive, Suite A		
Address Line 4:	Danville, CALIFORNIA 94506		
NAME OF SUBMITTER:	John E. Russell		
Signature:	/john e. russell/		
Date:	04/12/2011		

OP \$65.00 2008780

Total Attachments: 8

source=McGinley_RightConnection_Assignment#page1.tif

source=McGinley_RightConnection_Assignment#page2.tif

source=McGinley_RightConnection_Assignment#page3.tif

source=McGinley_RightConnection_Assignment#page4.tif

source=McGinley_RightConnection_Assignment#page5.tif

source=McGinley_RightConnection_Assignment#page6.tif

source=McGinley_RightConnection_Assignment#page7.tif

source=McGinley_Admendment_signed#page1.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of February 15, 2011, ("Effective Date") by and between Robert L. McGinley (the "Assignor") and Right Connection, Inc., a Nevada Corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor (i) has registered or (ii) has applied for the registration of those two certain trademarks and/or service marks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Marks")

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto;
- (b) the registrations and applications for registrations each such mark;
- (c) all rights to sue for present or future infringements or misappropriations of the Marks.

2. CONSIDERATION.

As consideration for the assignment of the Marks and the Assignor's representations and warranties, the Assignee promises to pay the amount of \$12,000.00 (twelve thousand dollars) and forgive the Assignor any amounts due to the Assignee from any and all past

RM


contractual arrangements, if any, with the Assignor. Payment is to be made by Assignee to Assignor on Assignee's receipt of this signed document.

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (e) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

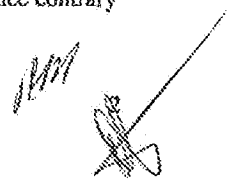
The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Marks and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.



6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following receipt of payment as agreed in Item 2 Consideration, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States.
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States.
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

7. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Marks transferred, except as authorized by the written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

8. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (b) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), above.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified

RM 3-*[Signature]*

form of the Marks not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

9. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

11. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Robert L. McGinley _____
1028 N. Mayflower St. _____
Anaheim, CA 92801 _____


If to the Assignee:

Right Connection, Inc. _____
2375 E Tropicana Ave #172 _____
Las Vegas, NV 89119 _____

12. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of CALIFORNIA. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

13. COUNTERPARTS/ELECTRONIC SIGNATURES.



This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

16. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

Handwritten initials and a signature, possibly including the number '5'.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

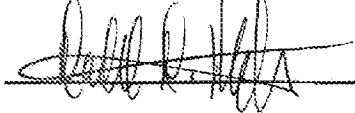
[Robert L. McGinley]




Robert L. Mc Ginley

ASSIGNEE

[Right Connection, Inc.]




By: Donald Hughes
Title: Chief Operations Officer

ICM 6 

SCHEDULE 1

LIST OF TRADEMARKS AND/OR SERVICE MARKS

Trademark / Service Mark	Registration / Application Number	Date of Filing / Date of Registration
Lifestyles Tours and Travel	2008780	December 21, 1995
Lifestyles Resorts	3467869	January 18, 2006

BM
7 

Addendum to Trademark Assignment Agreement

WHEREAS, Robert L. McGinley, a United States individual, with his principal place of business at 1028 N. Mayflower Street, Anaheim, CA 92801, ("Assignor"), has adopted, owns and is using the Marks **LIFESTYLES TOURS AND TRAVEL**, in connection with the following goods and/or services "Organizing and conducting travel tours for adults," in Class 39, and **LIFESTYLE RESORTS**, in connection with the following goods and/or services "arranging travel tours; coordinating travel arrangements for individuals and for groups; travel booking agencies; travel clubs; and travel, excursion and cruise arrangement, in Class 39, and "making hotel reservations for others; reservation of hotel rooms for travelers; and resort hotels, in Class 43, and

WHEREAS, Assignor owns federal registrations for the Marks **LIFESTYLE TOURS AND TRAVEL** (Registration No. 2008788) and **LIFESTYLE RESORTS** (Registration No. 3467869) on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein; and

WHEREAS, Right Connection, Inc., a Nevada Corporation, with its principal place of business at 2375 E. Tropicana Ave., #172, Las Vegas, Nevada 89119, ("Assignee"), desires to acquire the above referenced registrations;

WHEREAS, the parties to this Agreement have also entered into a Trademark Assignment agreement, which was signed by the parties on February 15, 2011, and establishes the respective parties rights and obligations with regard to the assignment of the above registrations. This Addendum shall serve to supplement this prior Trademark Assignment agreement, and shall not be construed as an invalidation of that prior Trademark Assignment agreement. Instead, this addendum shall clarify that in addition to Assignor's transfer of all rights, title and interest in and to the above Marks, he shall also be transferring the future goodwill symbolized by these Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby reaffirms that he is selling, assigning, and transferring to Assignee all right, title and interest in and to the above Marks, together with the future goodwill symbolized by the Marks, and the registrations thereof.


Robert L. McGinley

Dated effective as of: March 23, 2011