

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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
Instant, Inc.		04/25/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HomeAway.com, Inc.
<b>Street Address:</b>	1011 W. Fifth Street
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78703
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	78887572	FRS
Registration Number:	3564740	FRS
Serial Number:	78886334	V12.NET
Registration Number:	3317775	V12.NET
Serial Number:	78886330	INSTANT SOFTWARE
Registration Number:	3440703	INSTANT SOFTWARE
Serial Number:	78886326	VACATION RENTAL UNIVERSITY
Registration Number:	3334864	VACATION RENTAL UNIVERSITY
Serial Number:	78877869	STAY-USA
Registration Number:	3334828	STAY-USA
Serial Number:	78877804	REZFEST
Registration Number:	3422932	REZFEST
Serial Number:	78876753	PROPERTYPLUS

OP \$440.00 78887572

Registration Number:	3329288	PROPERTYPLUS
Serial Number:	78876728	ISILINK
Registration Number:	3317698	ISILINK
Serial Number:	85024256	ISIS

**CORRESPONDENCE DATA**

Fax Number: (650)566-9922  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (650) 566-9912  
Email: filing@kokkalaw.com  
Correspondent Name: Kokka & Backus, PC  
Address Line 1: Attn: Nicole H. Chiu  
Address Line 2: 703 High Street  
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	HOM-068TM/075TM-082TM
NAME OF SUBMITTER:	Nicole H. Chiu
Signature:	/Nicole H. Chiu/
Date:	04/27/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into by and between Instant, 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, the United States trademark registrations and/or trademark applications set forth on Exhibit A, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

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

**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 Marks together with the good will of the business symbolized by the Marks, 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 Marks, 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 Marks.

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 Marks 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.

**Instant, Inc.**

By: Melissa Fruge  
Name: Melissa Fruge  
Title: Asst. Secretary  
Date: April 25, 2011

**HomeAway.com, Inc.**

By: Melissa Fruge  
Name: Melissa Fruge  
Title: VP of Legal  
Date: April 25, 2011

# EXHIBIT A

## U.S. TRADEMARK PROPERTIES

Registration No.	Application No.	Filing Date	Mark
3,564,740	78/887,572	5/19/2006	FRS
3,317,775	78/886,334	5/17/2006	V12.NET
3,440,703	78/886,330	5/17/2006	INSTANT SOFTWARE
3,334,864	78/886,326	5/17/2006	VACATION RENTAL UNIVERSITY
3,334,828	78/877,869	5/5/2006	STAY-USA
3,422,932	78/877,804	5/5/2006	REZFEST
3,329,288	78/876,753	5/4/2006	PROPERTYPLUS
3,317,698	78/876,728	5/4/2006	ISILINK
pending	85/024,256	4/27/2010	ISIS