

**TRADEMARK ASSIGNMENT**

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 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>
Village Resorts Limited		06/08/2011	CORPORATION: JAMAICA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SC Limited		
<b>Street Address:</b>	67 Fort Street		
<b>Internal Address:</b>	Artemis House		
<b>City:</b>	Georgetown, Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2345072	SUPERFARES	
<b>Registration Number:</b>	2221814	SUPER-EXCLUSIVES	
<b>Registration Number:</b>	1779925	SUPERFARES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)339-6052		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-625-3649		
<b>Email:</b>	valerie.purdy-pyeron@kattenlaw.com		
<b>Correspondent Name:</b>	Valerie A. Purdy-Pyeron, Paralegal		
<b>Address Line 1:</b>	2900 K Street, N.W.		
<b>Address Line 2:</b>	North Tower, Suite 200		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20007-5118		
<b>ATTORNEY DOCKET NUMBER:</b>	330473.00001 SC ASSIGNS		
<b>DOMESTIC REPRESENTATIVE</b>			

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Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal
Signature:	/valerie a. purdy-pyeron/
Date:	07/29/2011
Total Attachments: 3 source=vrl assign 1#page1.tif source=vrl assign 1#page2.tif source=vrl assign 1#page3.tif	

## TRADEMARK ASSIGNMENT

WHEREAS Village Resorts Limited, a company organized under the laws of Jamaica, having its principal office at 2 St. Lucia Avenue, P.O. Box 61, Kingston 4, Jamaica ("Assignor"), is the owner of the entire right, title, benefit, and interest in and to each of the United States trademarks set forth on Schedule A hereto ("the Marks"); and

WHEREAS, SC Limited, a company organized under the laws of the Cayman Islands, having its principal office at Artemis House, 67 Fort Street, Georgetown, Grand Cayman, Cayman Islands ("Assignee"), is desirous of acquiring the entire right, title, benefit, and interest in and to each of the Marks, including all of the goodwill represented by, associated with, connected with, and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and set over unto the Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title, benefit, and interest in and to each of the Marks, together with the entire goodwill associated with, represented by, connected with, and symbolized by the Marks, together with all common law and statutory rights thereto, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the Marks, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor further does hereby sell, assign, convey, transfer and set over unto the Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title, benefit, and interest in and to each of the licenses, royalty agreements, co-existence agreements, and any other agreements in connection with or relating to or about the Marks.

Assignor will not execute any writing or do any act whatsoever conflicting with these covenants and agreements, and will, at any time upon request without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect, secure, record, and register Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind assigns and legal representatives of Assignor and inure to the benefit of the assigns and legal representatives of Assignee.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

VILLAGE RESORTS LTD.

Date: 8 June 2011

By: MUNA ISSA

Name: MUNA ISSA

Title: DIRECTOR

On this 8<sup>th</sup> day of June, 2011, before me, CHRISTOPHER D. R. BOVELL  
Notary Public, personally appeared to me known to be the individual whose name is subscribed  
to this instrument, and acknowledged that ~~he~~ she executed it as ~~his~~ her free and voluntary act and CB  
deed for the uses and purposes mentioned therein.

WITNESS my hand and official seal.

CDRBovell  
Notary Public  
My Commission Expires: 5 for Life  
CB  
CHRISTOPHER D.R. BOVELL  
48 Duke Street, Kingston  
Jamaica, West Indies  
My Commission is for Life

**SCHEDULE A**

**UNITED STATES TRADEMARKS**

**Mark**

SUPERFARES  
SUPER-EXCLUSIVES  
SUPERFARES

**Registration No.**

2345072  
2221814  
1779925