

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
Studentcity.com, Inc.		01/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightspark Travel, Inc.		
Street Address:	111 S. Pfingsten Road		
Internal Address:	Suite 100		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85042204	BRIGHTSPARK	
CORRESPONDENCE DATA			
Fax Number:	(404)322-6360		
Phone:	404-322-6149		
Email:	suhail.seth@nelsonmullins.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Suhail Seth		
Address Line 1:	201 17th Street NW		
Address Line 2:	Suite 1700		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	Suhail Seth		
Signature:	/Suhail Seth/		
Date:	09/22/2011		
Total Attachments: 1 source=Trademark Assignment#page1.tif			

OP \$40.00 85042204

ASSIGNMENT OF TRADEMARK

Whereas, Studentcity.com, Inc., a Delaware corporation (hereinafter referred to as "Assignor"), is the sole owner of, and has applied for registration for the trademark "Brightspark" ("Trademark"), Serial Number, 85042204; and

Whereas Brightspark Travel, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), whose mailing address is 111 S. Pfingsten Road, Suite 100, Deerfield, IL 60015, is desirous of acquiring the entire right, title, interest, and the goodwill in the Trademark;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00 U.S.) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignor by these presents (the "Assignment"), with effect as of January 1, 2011, does hereby sell, assign and transfer unto said Assignee the entire right, title, interest, and the goodwill that it has in and to said Trademark, and/or registration rights, associated with such Trademark.

Assignor hereby binds itself, its heirs, legal representatives, administrators and assigns properly to cooperate in the Assignee's recordation of title, maintenance and protection of said Trademark, and to execute, without any further consideration or remuneration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made, and to communicate to said Assignee or its representatives and assigns all facts known to the undersigned respecting said Trademark, whenever requested, and to testify in any interference proceeding or other legal proceedings in which said Trademark, or any other trademark owned by Assignor may be at issue.

The Commissioner of Patents and Trademarks is hereby requested to record this Assignment of the Trademark to the Assignee.

IN WITNESS WHEREOF, this Assignment is executed and effective this 1st day of January, 2011.

STUDENTCITY.COM, INC.

By: William M. Poole
William M. Poole, Secretary