

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
Access Development Corporation		12/20/2000	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Access VG, L.L.C.		
Street Address:	1012 W. Beardsley Way		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84119		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2494109	CRUISE ACCESS	
Registration Number:	2685190	VACATION ACCESS	
Registration Number:	2475775	ACCESS DEVELOPMENT	
CORRESPONDENCE DATA			
Fax Number:	(801)566-0750		
Phone:	801-566-6633		
Email:	halterman@tnw.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:	Steve M. Perry		
Address Line 1:	P. O. Box 1219		
Address Line 4:	Sandy, UTAH 84091-1219		
ATTORNEY DOCKET NUMBER:	01550-20951.SM ACCESS		
NAME OF SUBMITTER:	Steve M. Perry		

OP \$90.00 2494109

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TRADEMARK
 REEL: 004633 FRAME: 0162

Signature:	/Steve M. Perry/
Date:	09/29/2011
Total Attachments: 4 source=01550-OperatingAgreement#page1.tif source=01550-OperatingAgreement#page2.tif source=01550-OperatingAgreement#page3.tif source=01550-OperatingAgreement#page4.tif	

**ACCESS VG, L.L.C.
OPERATING AGREEMENT**

Effective Date: December 20, 2000

County and State of Execution: Salt Lake County, Utah

Parties: ACCESS VG, L.L.C.
A Utah limited liability company
1012 W. Beardsley Way
Salt Lake City, Utah 84119
(hereinafter, "the Company")

James V. Elliott
1574 E. Timoney
Draper, Utah 84020
(hereinafter, "Member")

to the contrary herein, the Members of VG Group hereby agree to indemnify the Members of ADC Group, collectively and individually, for any claims made against Access Development Corporation and/or the Members of ADC Group by any creditors of the Company.

13.3. Indemnification of Governors. The Governors shall be indemnified by the Company for all actions taken on behalf of the Company to the fullest extent permitted by Utah law; provided, however, that a Governor shall not be indemnified for any actions arising out of its gross negligence, fraudulent acts, or willful misconduct.

13.4. Indemnification of Top Management Executives. The Board, at its discretion, and by duly adopted resolution, may indemnify Top Management Executives for all acts committed on behalf of or in connection with the operation of the Company; provided, however, that the Board may not indemnify a Top Management Executive for its gross negligence, fraudulent acts, or willful misconduct.

13.5. No Liability for Investment Tax Credits or Capital Gains. Anything herein to the contrary notwithstanding, no Member shall have any liability to the Company or any other Member by reason of failure to qualify for investment tax credits or long-term capital gains.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. Licensing of Rights by Subsidiary. The Members hereto agree that Access Development Corporation shall license all rights to its trademarks, tradenames, patents, domain names, copyrights, the Employer Web concept, and all other intellectual property, tangible or intangible (the "ADC Intellectual Property"), to the Company on a commercially reasonable basis for so long as Access Development Corporation remains a subsidiary of the Company, or until such time as the Company acquires such rights outright either through merger or purchase.

14.2. Reversion of Intellectual Property Rights. Notwithstanding anything to the contrary contained herein, in the event that the Company is dissolved pursuant to a Rescission Event under Section 9 herein, and the Members of ADC Group receive the return of their shares in Access Development Corporation pursuant to subsection 9.3.A herein, all licensing rights in the ADC Intellectual Property granted to the Company in subsection 14.1 shall revert to Access Development Corporation, and the Company and the individual Members hereto shall have no further right to use thereafter, for any purpose, on their own behalf, or on behalf of an Affiliate, the ADC Intellectual Property.

15. GENERAL

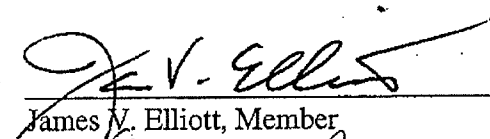
15.1. Notices. All notices and other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered against receipt or five (5) days after being (i) sent by telegram or (ii) deposited in the United States mail, certified or registered, postage

15.11. Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or recognized United States or State of Utah holiday, then the final day shall be deemed the next date which is not a Saturday, Sunday or recognized United States or State of Utah holiday.

15.12. Captions. Captions are not intended to convey any meaning or be a part of this Agreement but are merely used for assistance in identifying Sections.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

ACCESS VG, L.L.C.
a Utah limited liability company

By: 
James V. Elliott, Member