

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CUSA, LLC		05/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	COACH AMERICA HOLDINGS, INC.		
Street Address:	5430 LBJ Freeway		
Internal Address:	Suite 1075		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3327239	WE MAKE THE TRIP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	9735972400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Lawrence A. Weinstein, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	26163.2		
NAME OF SUBMITTER:	Lawrence A. Weinstein, Esq.		

CH \$40.00 3327239

Signature:	/Lawrence A. Weinstein/
Date:	08/08/2012
Total Attachments: 4 source=CUSA LLC (TM Assignment for WE MAKE THE TRIP)#page1.tif source=CUSA LLC (TM Assignment for WE MAKE THE TRIP)#page2.tif source=CUSA LLC (TM Assignment for WE MAKE THE TRIP)#page3.tif source=CUSA LLC (TM Assignment for WE MAKE THE TRIP)#page4.tif	

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated as of May 17, 2012 (the "Effective Date") by CUSA, LLC ("Assignor"), and Coach America Holdings, Inc. ("Assignee"). As used in this Assignment, "Party" or "Parties" means, individually or collectively, Assignor and Assignee.

WHEREAS, Assignor wishes to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered marks and/or trade names set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.


6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the effective date first above written.


**ASSIGNOR:**

CUSA, LLC

By:   
Name: George Santhorn  
Title: VP

**ASSIGNEE:**

COACH AMERICA HOLDINGS, INC.

By:   
Name: George Santhorn  
Title: VP

**SCHEDULE A**

<b>MARK</b>	<b>OWNERSHIP ENTITY</b>	<b>GOODS/ SERVICES</b>	<b>APP. NO. / DATE</b>	<b>REG. NO. / DATE</b>	<b>REGISTER</b>
WE MAKE THE TRIP	CUSA, LLC	"motor coach charter services, tour guide services, conducting sightseeing tours for others, transportation of passengers by bus, and airport shuttle services" in Class 39	78/806,319 02/03/06	3,327,239 10/30/07	U.S. Federal