

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
ALL-HOTELS LIMITED		09/04/2012	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	TRAVELOCITY.COM LP		
Street Address:	15100 Trinity Boulevard		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76155		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2614143	ALL-HOTELS	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2486411600		
Email:	docketingTM@hdp.com, rwilson@hdp.com		
Correspondent Name:	Harness, Dickey, and Pierce P.L.C.		
Address Line 1:	c/o Michael Malinzak/Elizabeth K. Brock		
Address Line 2:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	3711-200193/US		
NAME OF SUBMITTER:	Elizabeth K. Brock		
Signature:	/ekb/		

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Date:

09/27/2012

Total Attachments: 9

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DATED

4 September 2012

ASSIGNMENT OF TRADE MARKS

between

ALL-HOTELS LIMITED

and

TRAVELOCITY.COM LP

THIS AGREEMENT is dated 4 September 2012

PARTIES

- (1) **ALL-HOTELS LIMITED** incorporated and registered in England with company number 02665126 whose registered office is at 77 Hatton Garden, London, EC1N 8JS (**Assignor**).
- (2) **TRAVELCITY.COM LP** incorporated and registered in Delaware, United States with tax identification number 752855112 whose registered office is at 15100 Trinity Boulevard, Fort Worth, Texas, 76155 United States (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Trade Marks: the registered trade marks short particulars of which are set out in Schedule 1.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Writing or written includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. **WARRANTIES**

The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (b) it is properly registered as the applicant or registered proprietor of the Trade Marks listed in Schedule 1;
- (c) all application, registration, renewal and other fees in respect of each of the Trade Marks listed in Schedule 1 have been paid;
- (d) it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;
- (e) each Trade Mark is free from any security interest, option, mortgage, charge or lien;
- (f) it has not acquiesced in the unauthorised use of any Trade Mark;
- (g) each registered Trade Mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- (h) it is unaware of any infringement or likely infringement of any Trade Mark;
- (i) no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
- (j) so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and
- (k) all previous assignments of the Trade Marks are valid and all previous assignments of the Trade Marks listed in Schedule 1 were registered within applicable time limits.

5. **INDEMNITY**

- 5.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 4 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 5.2 Subject to clause 5.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.

5.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

6. FURTHER ASSURANCE

6.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1.

6.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in Schedule 1 to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Charlotte Stirling c/o JA Kemp, 14 South Square, Gray's Inn, London WC1R 5JJ or any other person that the Assignee notifies to the Assignor from time to time; and
- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

- 6.3 The Assignor shall deliver the Assignee (or the Assignee's nominated representative) as soon as practicable all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.
- 6.4 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 6.5 (c) that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.
- 6.5 Without prejudice to clause 6.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take;
 - (b) exercise any rights which this agreement gives to the Assignor; and
 - (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

7. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. **ENTIRE AGREEMENT**

- 8.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 8.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

10.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

12. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

13. NOTICES

13.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

- (a) Assignor: Legal Director, 77 Hatton Garden, London EC1N 8JS
- (b) Assignee: Legal Director, 15100 Trinity Boulevard, Fort Worth, Texas, 76155 United States

or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;

- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

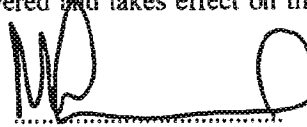
14. GOVERNING LAW AND JURISDICTION

14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed and is delivered and takes effect on the date stated at the beginning of it.

Executed by ALL-HOTELS LIMITED
acting by Matthew Crummack, a
director and in the presence of:

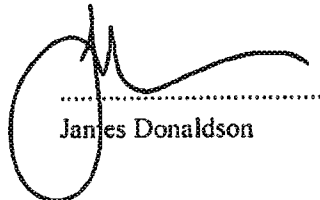


Matthew Crummack
Director




Name: *Natasha Hall*
Address: *77 Waton Garden, London*
Occupation *Lawyer*

Executed by TRAVELOCITY.COM
LP acting by a representative of its
General Partner Travelocity.com LLP



Schedule 1 Trade Marks

Part 1. Registered trade marks

Territory	Registration No	Trade Mark	Classes
UK	2289588	ALL-HOTELS ALL HOTELS ALLHOTELS	16, 35, 38, 39 and 42
CTM	2078483		16, 35, 36, 38, 39, 41, 42
USA	2814143	ALL-HOTELS	39