

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
TripBuilder, Inc.		12/31/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	TripBuilder, Inc.		
Street Address:	15 Oak Street		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1910031	TRIPBUILDER	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
Signature:	/Jacqueline P. Scheib/		
Date:	03/14/2013		

OP \$40.00 1910031

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 31, 2012 (the "Effective Date") is between TripBuilder, Inc., a New York corporation located at 15 Oak Street, Westport, CT ("Assignor") and , TripBuilder, Inc., a Connecticut corporation located at 15 Oak Street, Westport, CT ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Registration No. 1,910,031 (the "Trademark"); and

WHEREAS, for good and valuable consideration and pursuant to a certain Contribution and Assumption Agreement, dated the Effective Date, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor assigned all of its intellectual property to Assignor; and

WHEREAS, for good and valuable consideration and upon the terms and conditions set forth below, Assignor desires to assign all of its rights, title, and interest with to the Trademark to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Trademark.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Assignment and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademark, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. Assignor will execute any and all additional documents and take such actions that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.

3. Representations and Warranties. This Assignment is subject to the terms and conditions of the Purchase Agreement and this Assignment, and the respective representations, warranties, covenants, agreements and obligations made in the Purchase Agreement which are incorporated herein by reference, constitute an integral part of this Assignment.

4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

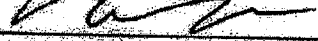
5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of New York.

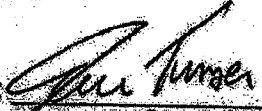
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this
Trademark Assignment as of the Effective Date.

TRIPBUILDER, INC.
(Assignor)

TRIPBUILDER, INC.
(Assignee)

By: 
Name: Nancy Gibson
Title:

By: 
Name: STEVEN TABOR
Title: PRESIDENT

Schedule A
Trademark

Registrations/Applications:

U.S. Trademark Registration No. 1,910,031

Common Law Rights:

TripBuilder