

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
Pegasus Solutions Limited	FORMERLY Utell Limited	04/22/2013	Private Limited Company, UK:

RECEIVING PARTY DATA

Name:	Pegasus Business Intelligence, LP
Street Address:	5430 LBJ Freeway
Internal Address:	Suite 1050
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2761459	TRAVELCOM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: charles.crider@pegs.com

Correspondent Name: Charles Crider, Pegasus Solutions, Inc.

Address Line 1: 5430 LBJ, Suite 1100

Address Line 4: Dallas, TEXAS 75240

NAME OF SUBMITTER:	Charles Crider
Signature:	/charles crider/
Date:	04/23/2013

Total Attachments: 5

OP \$40.00 2761459

source=Pegasus -- Fully-executed PSL Intellectual Property Assignment Agreement #page1.tif
source=Pegasus -- Fully-executed PSL Intellectual Property Assignment Agreement #page2.tif
source=Pegasus -- Fully-executed PSL Intellectual Property Assignment Agreement #page3.tif
source=Pegasus -- Fully-executed PSL Intellectual Property Assignment Agreement #page4.tif
source=Pegasus -- Fully-executed PSL Intellectual Property Assignment Agreement #page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of April 22, 2013 (the "Effective Date"), by and between Pegasus Solutions Limited, a United Kingdom private limited company having an address of Three Lincoln Centre, 5430 LBJ Freeway, Suite 1100, Dallas, TX 75240 ("Assignor"), and Pegasus Business Intelligence, LP, a Delaware limited partnership having an address of Three Lincoln Centre, 5430 LBJ Freeway, Suite 1100, Dallas, TX 75240 ("Assignee"). Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

Recitals

WHEREAS, Buyer and Assignee are parties to a Partnership Interests Purchase Agreement dated as of April 22, 2013 (the "Purchase Agreement"), pursuant to which Buyer has agreed to acquire all of the issued and outstanding partnership interests of the Assignee from Sellers;

WHEREAS, in connection with the closing of the transactions contemplated under the Purchase Agreement, the parties have entered that that certain Asset Transfer Agreement dated as of April 22, 2013 (the "Asset Transfer Agreement"), to effect the transfer of certain assets and liabilities related to the Business from Assignor to Assignee, including, *inter alia*, the trademarks and service marks listed in Exhibit A (the "Marks"); and

WHEREAS, the Asset Transfer Agreement contemplates execution of this Agreement.

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows:

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims

may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **GENERAL**

3.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2 **Waiver; Amendment.** Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 **Construction.** This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

3.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Signature Page Follows]

TO PSL IP ASSIGNMENT AGREEMENT

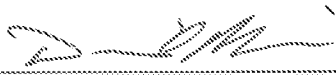
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNEE

PEGASUS BUSINESS INTELLIGENCE, LP

By: Pegasus GP, LLC, its general partner

By: Pegasus Solutions, Inc., its sole member

By: 
Name: David W. Millili
Title: President

ASSIGNOR

PEGASUS SOLUTIONS LIMITED

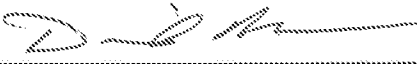
By: 
Name: David W. Millili
Title: Director

Exhibit A
Marks

TRAVELCOM EU community trademark registration number 002813244

TRAVELCOM U.S. trademark registration number 2,761,459