

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
Consolidated Resorts, Inc.		08/31/2010	CORPORATION: HAWAII

RECEIVING PARTY DATA

Name:	Resort Data Systems, LLC
Street Address:	801 S. Rampart Blvd.
Internal Address:	Suite 200
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89145
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3306497	SECOND HONEYMOON A MILLION DOLLAR LOVE A
Registration Number:	3361377	SECOND HONEYMOON A MILLION DOLLAR LOVE A

CORRESPONDENCE DATA

Fax Number: 7027929002
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 702-792-3773
 Email: lvpto@gtlaw.com
 Correspondent Name: Greenberg Traurig, LLP; Attn. L.Thompson
 Address Line 1: 3773 Howard Hughes Parkway
 Address Line 2: Suite 400N
 Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	087587.000006/23
NAME OF SUBMITTER:	Lauri S. Thompson

Signature:	/Lauri S. Thompson/
Date:	08/20/2013
Total Attachments: 5 source=Assignment of Mark - SECOND HONEYMOON#page1.tif source=Assignment of Mark - SECOND HONEYMOON#page2.tif source=Assignment of Mark - SECOND HONEYMOON#page3.tif source=Assignment of Mark - SECOND HONEYMOON#page4.tif source=Assignment of Mark - SECOND HONEYMOON#page5.tif	

ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment of Intangible Property is entered into as of August 31, 2010 (the "Effective Date") by WILLIAM A. LEONARD, JR., CHAPTER 7 TRUSTEE ("Assignor"), in his capacity as the duly appointed Trustee for the bankruptcy estate of CONSOLIDATED RESORTS, INC., a Chapter 7 debtor in the jointly administered Consolidated Resorts Chapter 7 bankruptcy cases pending in the United States District Court for the District of Nevada, including CONSOLIDATED RESORTS, INC., Case No. 09-22035; and RESORT DATA SYSTEMS, LLC, a Nevada limited liability company ("Assignee"), with reference to the following:

RECITALS

A. Assignor and The ASNY Company, LLC, a Delaware limited liability company ("Buyer") have entered into that certain Asset Purchase Agreement, dated as of May 13, 2010 (the "Agreement").

B. Pursuant to the terms of the Agreement, Assignor and Buyer have agreed to an assignment and transfer to Buyer or its permitted assignee, of all of Assignor's right, title and interest in and to all software, including the Cornerstone software, all domain names and all trademarks owned by Assignor, including but not limited to, all such intangible property set forth on Exhibit A attached hereto, but excluding all Excluded Assets, as defined in the Agreement (collectively, the "Transferred Intangible Property").

C. Buyer has designated Assignee to take title to the Transferred Intangible Property as a permitted assignee under the Agreement.

D. Assignor now desires to assign all of Assignor's rights, title and interest in and to the Transferred Intangible Property, in accordance with the terms of the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and under the Transferred Intangible Property.

2. Further Acts. Assignor for itself, its successors and assigns, hereby covenants with Assignee, its successors and assigns, that Assignor, its successors and assigns, will do all things and execute and deliver all documents as Assignee, its successors and assigns, reasonably require or request to vest in or confirm to Assignee, its successors and assigns, all Transferred Intangible Property.

3. Interpretation. The captions of the sections of this Assignment are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this Assignment. Any pronouns

or references used herein shall be deemed to include the masculine, feminine or neuter genders as appropriate. Any expression in the singular or the plural shall, if appropriate in the context, include both the singular and the plural.

4. Attorneys' Fees. In the event of any action or legal proceeding between or among the parties to enforce, protect, interpret or establish any of their rights or obligations under this Assignment or any action or legal proceeding for damages for an alleged breach of any provision of this Assignment, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

5. Governing Law; Jurisdiction. This Assignment has been executed and delivered in, and shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of, the State of Nevada. Any litigation arising out of or related to this Assignment shall be instituted and prosecuted only in the appropriate state or federal court situated in Clark County, Nevada. Each party hereto hereby submits to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each party hereto hereby waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Clark County, Nevada.


6. Electronic Signatures; Counterparts. For purposes of the execution of this Assignment, fax, PDF or other forms of electronic signatures shall be deemed to be original signatures creating a valid and binding obligation of the party so signing. In addition, this Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

The parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

CONSOLIDATED RESORTS, INC.

By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee

ASSIGNEE:

RESORT DATA SYSTEMS, LLC

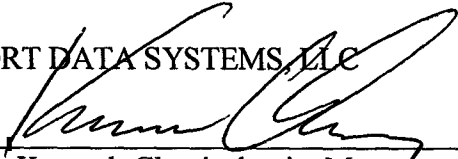
By: 
Kenneth Chupinsky, its Manager

Exhibit A

Intangible Property

All software, including the Cornerstone software

All domain names and trademarks, including the following:

bookmauinow.com
compedgetaway.com
consolidateddiscountair.com
consolidatedmedialv.com
consolidatedvalues.com
consolidatedvaluesbook.com
consolidatedvaluescouponbook.com
criairfare.com
crifl.com
crireservations.com
escapefromrealitylasvegas.com
escapefromrealityorlando.com
fastactivites.com
friendshareit.com
friendsshareit.com
lvgetawaydates.com
mdorlando.com
mdvegas.com
mygetawayorlando.com
mygetawayvegas.com
orgetawaydates.com
shareitcri.com
vegasplusclub.com
vegasplusmember.com
vegasplusmember.net
sunshares.tv
secondhoneymoon.tv
consolidatedrealty.biz
consolidatedresorts.biz
consolidatedmaui.biz
consolidatedresortstravel.biz
crifla.com
timesharedonerightjob.com
consolidatedjobs.com
careerintimeshare.com
complimentaryvegasgetaway.com
exclusiveescapestravelclub.com
eetravelclub.com

sunsharescri.com
dreamdestinationtravel.com
dreamdestinationsbyconsolidatedtravel.com
dreamdestinationsbyconsolidated.com
myticketspalmsprings.com
myticketsoahu.com
myticketsmaui.com
myticketslasvegas.com
myticketshawaii.com
aspectorcapital.com
dreamdestinationssoleil.com
hookedupinvegas.com
lahainatickets.com
consolidatedresortstravel.com
discountedlasvegasvacations.com
discountedhawaiiivacations.com
tahitivillage.com
tahiti-village.com
discountedvegasvacations.com
crihi.com
itchi.com
crilv.com
kauaisandshotel.com
lahainaticket.com
consolidatedresorts.com
sunshares.net
radiomagic.net
secondhoneymoon.net
timeshareonline.org
Second Honeymoon – A Million Dollar Love Affair
Bits on the Strip
What Goes on in Vegas Should be Happening to You
Sun Shares
Las Vegas Getaway
Memorable Destinations
“What Happens in Vegas Should be Happening to You” service mark (registration
Number 3331356)