

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
TripConnect, Inc.		08/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TripAdvisor LLC		
Street Address:	141 Needham Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02464		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3102038	TRIP CONNECT	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-261-3100		
Email:	pitrademarks@klgates.com		
Correspondent Name:	David J. Byer & Emily C. Tseng		
Address Line 1:	K&L Gates LLP, One Lincoln Street		
Address Line 2:	State Street Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Emily C. Tseng		
Signature:	/emily c. tseng/		
Date:	09/10/2013		
Total Attachments: 2 source=TRIP CONNECT Trademark Assignment-8-5-13#page1.tif source=TRIP CONNECT Trademark Assignment-8-5-13#page2.tif			

OP \$40.00 3102038

TRADEMARK ASSIGNMENT

This ASSIGNMENT is effective as of August 5, 2013, between TripConnect, Inc., a Delaware corporation, having a principle place of business at 315 Union Place, #315, Summit, NJ 07901 (hereafter "Assignor") and TripAdvisor LLC, a Delaware limited liability company, having a principle place of business at 141 Needham Street, Newton, MA 02464 (hereafter "TripAdvisor").

WHEREAS, Assignor represents that (i) it is the owner of all rights, title and interest in and to the trademarks TRIPCONNECT, TRIP CONNECT and TRIP CONNECT (and Design) used on and in connection with various goods and services concerning travel, lodging, transportation and information concerning same, and the goodwill associated therewith, and is the owner of United States Trademark Registration No. 3,102,038 and Community Trademark Registration No. 4,312,302 for said mark for said services (collectively, the "Marks"); (ii) the title in and to the Marks is free of any and all encumbrances, liens or other adverse claims; (iii) said Marks have not been the subject of any license from or to any third party; and (iv) Assignee has the authority and right to make this assignment, and that the making of this assignment will not violate or interfere with the rights of any third party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby assigns absolutely to TripAdvisor and its successors and assigns all of its rights, title and interest in and to the Marks, together with the goodwill of the business associated with, corresponding to, symbolized by and embodied in said Marks, U.S. Trademark Registration No. 3,102,038, Community Trademark

Registration No. 4,312,302, and all common law rights in the Marks, as well as the right to commence an action for past or future infringement.

Assignee undertakes that:

- (a) It will perform all acts and execute all documents necessary or desirable for further assuring the right, title and interest to the Marks in TripAdvisor, including the corresponding goodwill, and to U.S. Trademark Registration No. 3,102,038, Community Trademark Registration No. 4,312,302, and will cooperate with TripAdvisor to record this Assignment with the United States Patent and Trademark Office and OHIM, if necessary; and
- (b) It will not commit any act, matter or thing that may directly or indirectly challenge, prejudice or invalidate the Marks, their use, registration or renewal by TripAdvisor, its successors and assigns, or this assignment to TripAdvisor.

R. Carter Nicholas

TripConnect, Inc.

R. Carter Nicholas

Printed Name

CEO

Title