

## 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
David Sporn		02/28/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bonotel LLC		
Street Address:	3930 Howard Hughes Pkwy.		
Internal Address:	Suite 100		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89169		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2519252	BONOTEL EXCLUSIVE TRAVEL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jfanelly@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Jimmy Fanelly		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20742-001		
NAME OF SUBMITTER:	James J. Fanelly		
Signature:	/James J. Fanelly/		
Date:	03/03/2014		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made this 28th day of February, 2014, by and between David Sporn ("Assignor"), an individual, and Bonotel LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

**WHEREAS**, Assignor and Assignee are parties to that certain Transaction Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Transaction Agreement");

**WHEREAS**, Assignor is the owner of U.S. Trademark Registration Number 2519252 for the word mark BONOTEL EXCLUSIVE TRAVEL (the "Registration");

**WHEREAS**, Assignor has been using the BONOTEL EXCLUSIVE TRAVEL mark shown in the Registration (the "Trademark") in connection with "travel agency services, namely, making reservations and bookings for temporary lodging for group tour operators" in International Class 42 as listed in the Registration since at least as early as 1991 in the United States commerce;

**WHEREAS**, Assignor has acquired goodwill associated with and symbolized by the Trademark and has not abandoned the same and is, to the best of its knowledge and belief, the owner of the Registration and all other rights appurtenant thereto, including, but not limited to, all causes of action, and the right to recover for past infringement;

**WHEREAS**, pursuant to the Transaction Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark and the Registration listed on Schedule A hereto (collectively the "Assigned Trademark"); and

**WHEREAS**, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademark with the United States Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the Transaction Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

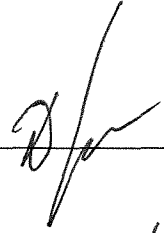
1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademark, and all goodwill associated with the Assigned Trademark. The foregoing assignment of the Assigned Trademark includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto and (d) all other rights of any kind whatsoever of Assignor's accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademark. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademark are more fully set forth in the Transaction Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement shall govern.
3. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Agreement and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein.
4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Governing Law. This Agreement, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Agreement, or the negotiation, execution or performance of this Agreement (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement), shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to conflict of law principles thereof.
6. Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement. This Agreement shall become effective when, and only when, each Party shall have received a counterpart signed by the other Parties.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

DAVID SPORN,  
as Assignor

By: \_\_\_\_\_ 

BONOTEL LLC,  
as Assignee

By: \_\_\_\_\_ 

Name: David Sporn  
Title: Chief Executive Officer

**SCHEDULE A**

Mark Name	Country	Record Owner	Status	Serial No	Reg No
BONOTEL EXCLUSIVE TRAVEL	United States	David Sporn	Registered	75847910	2519252