

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRAVELOCITY.COM LP		06/18/2013	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BCD TRAVEL USA LLC		
<b>Street Address:</b>	6 Concourse Parkway Suite 2400		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3163036	TBIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	650-839-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Kathy Tsai c/o Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	22913-0021001		
<b>NAME OF SUBMITTER:</b>	Mel E. Erickson		
<b>SIGNATURE:</b>	/Mel E. Erickson/		
<b>DATE SIGNED:</b>	04/10/2014		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment Agreement") made effective as of June 18, 2013, is between Travelocity.com LP, a Delaware limited partnership (hereinafter called "Seller"), and BCD Travel USA LLC, a Georgia limited liability company (hereinafter called "Purchaser").

WHEREAS, Seller is the owner of the trademark and trademark registration set forth in Schedule E-1 ("Trademark");

WHEREAS, the parties to this Trademark Assignment Agreement entered into that certain ASSET SALE AND PURCHASE AGREEMENT (the "ASPA") dated as of June 15, 2013, pursuant to which Seller agreed to assign its rights to the Trademark to Purchaser at Closing.

NOW, THEREFORE, pursuant to the ASPA and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Seller does hereby sell, assign, and transfer to Purchaser its entire right, title and interest in and to the Trademark for all countries, jurisdictions, and political entities of the world (but only to the extent the Seller has rights in or to the Trademark in such countries), whether or not registered, including all of Seller's rights therein provided by international conventions and treaties, and Seller's rights in the goodwill of the business appurtenant to and symbolized thereby and to all causes of action (either in law or in equity) relating to, and the right to sue, counterclaim and recover for past, present and future infringement and misappropriation of the rights assigned under this Trademark Assignment Agreement. Seller further agrees, at the request and expense of Purchaser, to execute and deliver all necessary or reasonably desired documents and assignments as may be required by the authorities in the various countries to perfect the interest of Purchaser in and to the Trademark. Seller also agrees that a copy of this Trademark Assignment Agreement shall be deemed a full and formal equivalent of any assignment, consent to file or like document, which may be required in any country or region for recordation purposes for any of the foregoing rights conveyed herein.

2. This Trademark Assignment Agreement is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors, and assigns.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives.

SELLER, TRAVELOCITY.COM LP

By: TRAVELOCITY.COM LLC, its General Partner

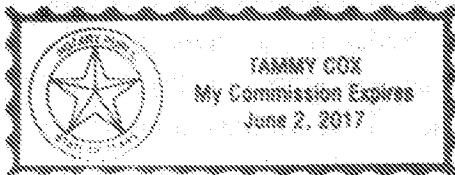
By (Signature): [Signature]

Name: Miles Oh

Title: VP, Corporate Development

Date: 6-18-13

The foregoing instrument was acknowledged before me this 18 day of June, by Miles Oh of SOLE, as his/her act and deed, and the free act and deed of Miles Oh.



[Signature]

Notary Public:

My commission expires:

PURCHASER, BCD TRAVEL USA LLC

By: BCD TRAVEL USA GROUP INC., its Manager

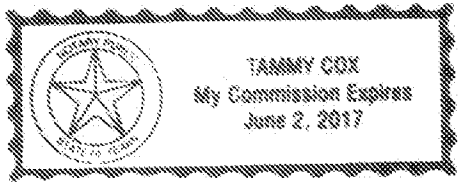
By (Signature): [Handwritten Signature]

Name: Michael Janssen

Title: President America's

Date: 6-18-13

The foregoing instrument was acknowledged before me this 18 day of JUNE, by Michael Janssen of BCD, as his/her act and deed, and the free act and deed of Michael Janssen.



[Handwritten Signature]  
Notary Public:

My commission expires:

Schedule E-1: Trademark

Trademark Name	Country Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Classes
TBIZ	United States of America	Registered	76527280	June 30, 2003	3163036	October 24, 2006	039; 043

