

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travel Support Center, Inc.		10/27/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Leslie Gladstone
Street Address:	401 Via Del Norte
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Entity Type:	TRUSTEE: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3526433	TRAVELATION

CORRESPONDENCE DATA

Fax Number: 6314828889

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

Phone: 6314880840

Email: salenor@ginsal.com

Correspondent Name: Russell S. Salerno

Address Line 1: 1550 Deer Park Avenue, Suite 3B

Address Line 4: Deer Park, NEW YORK 11729

ATTORNEY DOCKET NUMBER:	MTHO-001
NAME OF SUBMITTER:	Russell S. Salerno
SIGNATURE:	/russell s. salerno/
DATE SIGNED:	10/24/2014

Total Attachments: 26

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made as of October 27, 2010 (the "Effective Date"), by and between LESLIE T. GLADSTONE ("Seller" or "Assignee"), in her sole and limited capacity as assignee for the benefit of creditors of ezGDS, Inc. and its subsidiary Travel Support Center, Inc. (collectively, "Assignor"), and LBF TRAVEL, INC., a Delaware corporation ("Buyer").

RECITALS

A. Assignor owned certain equipment, software, hardware and leases related to the travel business (the "Assets").

B. On October __, 2010, Assignor made a general assignment for the benefit of creditors of all of its assets to Seller as the assignee for the benefit of its creditors. A true and correct copy of the General Assignment Agreement (the "General Assignment") between Assignor and Assignee is attached hereto as Exhibit A.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of the Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF PURCHASED ASSETS AND ASSUMED LIABILITIES.

1.1 Agreement to Sell and Purchase the Purchased Assets and Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to the Purchased Assets (as defined in Section 1.2 below) and all of Seller's obligations under the Assumed Liabilities (as defined in Section 1.3 below). Except as otherwise provided for in the Agreement, the Purchased Assets and Assumed Liabilities are sold, assigned, transferred and conveyed to Buyer (subject to Section 1.4) on the Closing Date "as is" and "where is," with no representations or warranties other than those specifically set forth below.

1.2 Purchased Assets Defined. As used in this Agreement, the term "Purchased Assets" means, collectively, all of Seller's right, title and interest in and to the Assets as more particularly described in Exhibit B and Exhibit C attached hereto. Notwithstanding anything in this Agreement to the contrary, the Purchased Assets shall not, under any circumstances, include Seller's or Assignor's (i) cash, (ii) accounts receivable, (iii) claims of preference or fraudulent conveyance recoveries under applicable law, (iv) state or federal tax refunds, (v) insurance refunds or recoveries, (vi) utility or leasehold security deposits, (vii) furniture, fixtures and certain equipment, (viii) causes of action for breach of contract or other like causes of action, including but not limited to causes of action against Worldspan, or (ix) any other asset.

1.3 Assumed Liabilities Defined. As used in this Agreement, the terms "Assumed Liabilities" means, collectively, all of Seller's obligations as more particularly described in Exhibit C attached hereto. Buyer's obligation to assume any individual lease identified on Exhibit C is contingent upon the valid assignment (or other transfer) of the lease to Buyer. Other than the Assumed Liabilities, Buyer shall not assume, or be liable or responsible for, in any way, the liabilities and debts of Seller whether accrued, absolute, contingent or otherwise, arising before or after Closing.

1.4 Asset Transfer; Passage of Title; Delivery.

(a) Title Passage. Except as otherwise provided in this Section, at the Closing, title to all of the Purchased Assets shall pass to Buyer, and Seller shall, upon Buyer's request, execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all the Purchased Assets.

(b) Delivery of Purchased Assets. On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer, possession of the Purchased Assets; provided however, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer.

2. PURCHASE PRICE.

2.1 Purchase Price. The parties hereto agree that the total value of the Purchased Assets is [REDACTED] and the value of the obligations incurred in the Assumed Liabilities is [REDACTED] for a total purchase price by Buyer of [REDACTED]. Therefore, in consideration of the sale, transfer, conveyance and assignment of all the Purchased Assets and Assumed Liabilities to Buyer at the Closing, Buyer shall, at Closing, pay as the total cash consideration for the Purchased Assets and Assumed Liabilities [REDACTED] (the "Cash Purchase Price"). At Closing, Buyer shall deliver to Seller the Cash Purchase Price, by cashier's check, certified funds, or wire transfer, to the following account: _____

2.2 Closing. The consummation of the purchase and sale of the Purchased Assets and Assumed Liabilities contemplated hereby will take place at a closing to be held at the offices of Seller located at 401 Via Del Norte, La Jolla, CA 92037 (the "Closing"), on October 27, 2010 (the "Closing Date"), or at such other time or date, and at such place, or by such other means of exchanging documents, as may be mutually agreed to by the parties hereto. If the Closing does not occur on or prior to October 31, 2010, or such later date upon which Buyer and Seller may agree in writing, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder. Alternatively, any party that is not in default of its obligations hereunder shall have the option of enforcing this Agreement in full.

3. OBLIGATIONS ASSUMED.

3.1 No Liabilities Assumed by Buyer. Except as expressly stated in Section 1.1 and elsewhere in this Agreement, Buyer shall not assume, nor shall it be deemed to have assumed any of the Liabilities of Assignor or Seller ("Excluded Liabilities"). For purposes of this Agreement, the term, "Liability" or "Liabilities" shall mean any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured,

unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

3.2 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by Buyer of any liabilities or obligations of Seller or Assignor under Sections 1.1 or 3.1 shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if the Closing were not consummated.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Due Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has all necessary power and authority to enter into this Agreement and all other documents that Buyer is required to execute and deliver hereunder, and holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefor.

4.2 Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The signing, delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3 Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

4.4 Litigation. To the best of Buyer's knowledge, there is no proceeding against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

4.5 Brokers. No person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

4.6 Employee Related Matters. Buyer in its sole and absolute discretion, may offer certain current or former employees of the Assignor employment by Buyer before or after the Closing Date, and each such offer shall be in the form of an individual offer letter or contract employment agreement prepared in accordance with Buyer's customary form (such letter to confirm such employee's initial position/relationship, compensation, location and reporting relationship). Those former employees of the Assignor that become employees or contract employees of Buyer on or after the Closing shall be referred to as "Continuing Employees."

4.7 Consumer Privacy Matters. Buyer shall comply with all consumer privacy laws, including but not limited to the Federal Trade Commission Act, the Children's Online Privacy Protection Act of 1998, and the Gramm-Leach-Bliley Act. Buyer shall fully honor the Assignor's consumer privacy policy, as set forth on Exhibit E attached hereto and incorporated herein, and shall publish this consumer privacy policy on Buyer's website in an area easily accessible for consumers. Before making any material change to the Assignor's privacy policy, Buyer shall post a notice on its website detailing the policy change; such policy change shall only apply to information collected after the policy change and the privacy policy shall always require the consumer to opt-in to the changed privacy policy. None of the information Buyer obtains from Seller or consumers shall be sold or transferred to any other party without the express written permission of the affected consumer. Buyer shall maintain the private information obtained from Seller or consumers in confidence and use such information only in furtherance of Buyer's business, which is and shall remain substantially similar to the business of Assignor. Buyer shall maintain all information obtained from Seller or consumers regarding consumer identity, contact information, and credit card information in a secure and locked facility and with restricted employee access, all as provided in the Assignor's current privacy policy..

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

5.1 Assignee's Authority. Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct; and that Seller is the Assignee for the benefit of creditors of Assignor. All rights of Seller with regard to the ownership and possession of the Purchased Assets are rights held as Assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred all of Assignor's right, title and interest in and to the Purchased Assets to Seller. Pursuant to this Agreement, Seller, solely in its capacity as Assignee, sells, assigns, and transfers all of its right, title and interest in and to the Purchased Assets and Assumed Liabilities to Buyer.

5.2 Power and Authority; No Default Upon Transfer. As Assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all the transactions contemplated hereby, are within its authority as Assignee. To the best of Seller's knowledge, the General Assignment was duly authorized by Assignor's Board and is a valid agreement binding on the Assignor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as Assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by

Seller, nor the performance by Seller of its obligations under this Agreement, will to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 Title. Notwithstanding anything in this Agreement to the contrary, to the best of Seller's knowledge after reasonable inquiry, including, without limitation, obtaining from Assignor the corporate resolution of Assignor's Board establishing title to the Assets and authorizing the transfer thereof, Seller, as Assignee, has good and marketable title to all of the Purchased Assets. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer "as is" and "where is," with no representations or warranties as to merchantability, fitness, or use.

(a) AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AND ASSUMED LIABILITIES AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS, ASSUMED LIABILITIES, AND THEIR ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS,

MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) BUYER ACKNOWLEDGES THAT SOME ASSETS DESCRIBED IN EXHIBIT B MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SAID ASSETS.

5.4 Litigation. To the best of Seller's knowledge, there are no proceedings against Seller or Assignor that: (i) might affect in any way any Purchased Asset, any Assumed Liabilities, or the transaction contemplated by this Agreement, nor is Seller aware or have grounds to know of any reasonable basis therefore; and (ii) seek to enjoin or prohibit or otherwise prevent the transactions contemplated hereby. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Purchased Assets or Assumed Liabilities.

5.5 Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

6. COVENANTS OF BUYER.

Buyer covenants and agrees with Seller as follows:

6.1 Press Releases and Public Announcements. Buyer shall not issue any press release or make any disclosure or public announcement relating to the financial terms of this Agreement or identifying Seller without the prior written approval of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation. Upon Closing of this transaction, Buyer may make any disclosure or public announcement relating to the transaction as it deems appropriate in its business judgment.

6.2 Taxes and any Other Charges Related to the Sale. Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Purchased Assets and/or Assumed Liabilities to Seller under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency. Notwithstanding, the

foregoing, Buyer shall not be liable for any tax obligation of Seller or Assignor, except those obligations set forth in the prior sentence.

6.3 Allocations. Within ten days following the Closing, Buyer shall deliver to Seller a statement setting forth Buyer's good faith determination of the manner in which the consideration referred to in Section 2.1 is to be allocated among the Purchased Assets.

6.4 Survival of Covenants. The covenants set forth in Sections 6.1, 6.2, and this Section 6.4 shall survive the Closing.

7. COVENANTS OF SELLER.

Seller covenants and agrees with Buyer as follows:

7.1 Further Assurances. From and after the Closing Date and at no additional cost, expense or charge to Buyer (except for reimbursement of actual and reasonable out-of-pocket expenses), Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and all such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Purchased Assets and obligations under the Assumed Liabilities to Buyer, and/or carrying out the provisions of this Agreement. Wherever reasonably possible, such additional documents, instruments, endorsements or related information shall be prepared by Buyer.

8. CONDITIONS TO CLOSING.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date;

(b) Compliance. As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date;

(c) Delivery of Purchased Assets. Seller shall have made the Purchased Assets available to Buyer as set forth in Section 1.4 above;

(d) Delivery of Documents Regarding Assumed Liabilities. All necessary disclosures to and agreements and consents of any parties to any Assumed Liabilities shall be obtained at Seller's expense and true and complete copies thereof delivered to Buyer. If said agreements and consents are not obtained by Seller and delivered to Buyer at Closing, Seller

shall use commercially reasonable efforts to obtain such agreements and consents and deliver same to Buyer within a reasonable period after Closing; and,

(e) Delivery of Closing Documents. Seller shall have delivered, and Buyer shall have received, the documents described in Section 9.2 hereof.

8.2 Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Buyer in Section 4 hereof shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date;

(b) Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date;

(c) Payment. Buyer shall have transmitted by wire the Cash Purchase Price to Seller and Seller shall have received payment of the Cash Purchase Price.

9. CLOSING OBLIGATIONS.

9.1 Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller the following:

- (a) Payment of the Cash Purchase Price;
- (b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit D, signed by an authorized officer of Buyer on behalf of Buyer; and
- (c) Such other documents as may be reasonably necessary and requested by Seller in connection with the consummation of the transaction contemplated herein.

9.2 Seller's Closing Obligations. At the Closing, Seller shall deliver to Buyer the following:

- (a) The Purchased Assets in accordance with Section 1.4;
- (b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit D, and signed by Seller;
- (c) True and complete copies of all necessary disclosures to and agreements and consents of any parties to any Assumed Liabilities in Seller's possession on the Closing Date, which agreements and consents shall have been obtained at Seller's expense. If said agreements and consents are not obtained by Seller and delivered to Buyer at Closing, Seller shall use commercially reasonable efforts to obtain such agreements and consents and deliver same to Buyer within a reasonable period after Closing; and

(d) Such other documents as may be reasonably necessary and requested by Buyer in connection with the consummation of the transaction contemplated herein.

10. SURVIVAL OF WARRANTIES.

10.1 Survival of Warranties. All representations and warranties made by Seller or Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing.

11. MISCELLANEOUS.

11.1 Expenses. Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby.

11.2 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

Ms. Leslie T. Gladstone
401 Via Del Norte
La Jolla, CA 92037
Tel.: 858-454-9887
Fax: 858-454-9596
Email: leslieg@san.rr.com

(b) If to Buyer:

LBF Travel, Inc.
P.O. Box 855
Ada, MI 49301
Attn: Utkarsh Kansal, President

With copy to:

Mr. Harpreet Walia
Royse Law Firm, PC
155 Sansome Street, Suite 500
San Francisco, CA 94104
Tel.: 415 421-9700
Fax: 415 421-9777
E-mail: hwalia@rroyselaw.com

11.3 Entire Agreement. This Asset Purchase Agreement and the Exhibits attached hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect

to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

11.4 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

11.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

11.6 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.7 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

11.9 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.


11.10 Indemnification. Should Assignor and/or Seller be required to make any payments on any of the Assumed Liabilities from or after the Closing Date, Buyer agrees to indemnify Assignor and/or Seller for all such payments made.

11.11 Attorneys Fees. Should either party bring an action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in connection with any such action.

11.12 Construction. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The term "including" (and all variants thereof) shall be exemplary rather than a term of limitation.

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

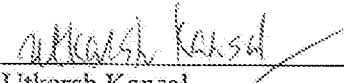
SELLER:



Leslie T. Gladstone

BUYER:

LBF TRAVEL, INC.,
a Delaware corporation

By: 

Utkarsh Kansal
Its: President

EXHIBIT A

General Assignment

**GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS
(Corporation)**

THIS ASSIGNMENT, hereinafter referred to as the "Assignment", made this 27 day of October, 2010 by EZGDS, a California corporation whose address is 14260 GARDEN ROAD SUITE 06 POWAY, California, 92064 together with its wholly owned subsidiary Travel Support Center Inc. , hereinafter collectively referred to as "Assignor", to Leslie Gladstone dba Financial Law Group, hereinafter referred to as "Assignee", is for the general benefit of the creditors of Assignor.

RECITALS

WHEREAS Assignor is indebted to various and diverse persons; and

WHEREAS Assignor desires to provide for the payment of such persons by an assignment of all Assignor's property for the general benefit of all such persons.

ASSIGNMENT

NOW, THEREFORE, in consideration for the covenants and agreements to be performed by the parties to this Assignment and for valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the following General Assignment for the benefit of Assignor's creditors to Assignee under the following terms and conditions:

1. **Assignor's Authority.** Assignor represents and warrants that it has the full legal right, power, and authority to enter into and execute this Assignment, and to carry out Assignor's obligations under this Assignment. Assignor further represents and warrants that any corporate proceedings required to be taken by Assignor to authorize Assignor to enter into, execute and carry out Assignor's obligations under this Assignment, and any corporate proceedings required to be taken by Assignor to authorize the representatives of Assignor signing this Assignment to sign this Assignment on behalf of Assignor, have been duly taken. Assignor agrees to provide Assignee with all corporate resolutions and other documents evidencing such authority, including but not limited to resolutions adopted by the Board of Directors of Assignor, and the written consent of Assignor's Shareholders holding a majority of the outstanding shares entitled to vote.

2. **Assignment of Property.** Assignor hereby grants, assigns, transfers, sells, conveys, releases and quitclaims to Assignee and Assignee's successors and assigns, in trust for the benefit of Assignor's creditors generally, all of Assignor's property and assets of every kind and nature both real and personal and wherever situated together with any interest or equity therein not exempt from execution, including but not limited to all merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise in process, book accounts, books, accounts receivable, cash on hand, all choses in action (personal or otherwise), that are legally assignable together with the proceeds of any existing non-assignable choses in action that be hereafter received by Assignor, deposits, patents, copyrights, trademarks, insurance policies, tax referrals, rebates, insurance refunds and claims and assets of Assignor's business known as EZGDS Inc, and Travel Support Center Inc.

3. **Grant Deed.** This Assignment constitutes a grand deed to all real property owned by Assignor, whether or not said real property is specifically described herein. Certain of said real property is more specifically described in Schedule A hereto.

4. **Assignor's Cooperation.**

a) Pursuant to California Code of Civil Procedure Section 1802, Assignor agrees to deliver to Assignee at the time of Assignor's making of this Agreement, lists of all creditors, equity holders, and any other parties in interest, which shall include the names, addresses, cities, states and ZIP Codes for each person, together with an amount of the person's anticipated claim in the assignment proceedings. Such lists shall be signed by Assignor under penalty of perjury and shall be in the form of the Schedules attached hereto, and specified in paragraph 16 below.

b) Assignor agrees to: deliver to Assignee all of Assignor's books of account and records; execute and deliver all additional necessary documents immediately upon request by Assignee; execute endorse and deliver to Assignee any and all instruments in writing that may be required to complete the transfer of all assets and legal title thereto to Assignee as intended by this Assignment; and, transfer all assets and legal title thereto to Assignee, including but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including mortgages, deeds of trust, motor vehicles and patent rights.

c) Assignor hereby authorizes Assignee to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among all others, claims for refund of taxes paid) or claims wherever necessary, in the name of Assignor.

d) To the extent that any of Assignor's claims for refund may, by operation of law be non-assignable, Assignor agrees to make any and all claims for refund, including claims for refund of taxes which may be due from the Director of Internal Revenue for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds pay them over to Assignee. Assignor hereby empowers Assignee, as attorney in fact of Assignor, to make all claims for refunds, which may be made by an attorney in fact.

e) Assignee is authorized to direct that all of Assignor's United States mail be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and expressly authorized to do any thing or act which the Assignee, in Assignee's sole discretion, deems necessary or advisable to carry out the purpose of this Assignment.

5. **Dissolution of Assignor Corporation.** The dissolution, suspension, or any other termination of Assignor Corporation as a business entity, and/or Assignor's corporate status, including the dissolution, suspension, or any other termination of the existence of any and all of Assignor's related business entities or business forms, is the sole responsibility of Assignor and Assignor's officers, directors, shareholders, and/or partners. Assignee shall have no responsibility whatsoever for the dissolution, suspension, or any other termination of Assignor Corporation as a business entity. Assignee shall have no responsibility whatsoever for the dissolution, suspension or any other termination of Assignor's corporate status. Assignee shall have no responsibility whatsoever for the dissolution, suspension or any other termination of any of Assignor's related business entities, regardless of form.

6. **Termination of Assignor's Pension/Profit Sharing Plan.** The termination of the Assignor's Pension Plan, Profit Sharing Plan, or other Employee Benefit Plan, including but not limited to 401(k) Plans, is the sole responsibility of Assignor and the Plan's Administrator. Assignee shall have no responsibility whatsoever for the termination of the Assignor's Pension Plan, Profit Sharing Plan, or other Employee Benefit Plan, including but not limited to 401(k) Plans. Assignee shall have no responsibility whatsoever for the winding-up of such Plans, and Assignee shall have no responsibility whatsoever for the accounting for, or distribution of, any and all funds of such Plans.

7. **Assignee's Powers and Duties.** Assignee shall have all powers necessary to marshal and liquidate the assignment estate including but not limited to the power to:

a) Collect any and all accounts receivable and obligation owing to Assignor and not otherwise sold by Assignee.

b) Sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.

c) Sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.

d) Employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

e) Require all of Assignor's creditors to whom any balance is owing, to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure Section 1802.

f) Settle any and all claims against or in favor of Assignor, with the full power to compromise, or in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g) Open bank accounts in the name of the Assignee or its nominees or agents, and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon, together with the further power and authority to do such acts and execute such papers and documents in connection with this Assignment as Assignee may deem necessary or advisable.

h) Conduct the business of the Assignor, should the Assignee deem such operation proper.

i) Apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priorities as to amounts only and not time of distribution as follows:

(1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(2) SECOND, to all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to the Assignee, as such fee is detailed in paragraph 8 below, and to the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the general assignment, and other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) THIRD, to all federal taxes of any nature whatsoever owing as of the date of this Assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. Section 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, pro rata in accordance with the terms of each creditor's indebtedness, to all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.

(5) FIFTH, pro rata in accordance with the terms of each creditor's indebtedness, to all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure Sections 1204 and 1204.5 up to the statutory maximum.

(6) SIXTH, pro rata in accordance with the terms of each creditor's indebtedness, to general unsecured creditors.

(7) SEVENTH, the Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than \$100,000 (in the aggregate) except the final distribution.

(8) EIGHTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this Assignment, shall be redistributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(9) NINTH, the surplus, if any, of the assignment estate funds, when all fees, costs, and expenses of the Assignee incurred in connection with the Assignee's administration of the assignment estate shall have been paid in full, and when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this general assignment.

j) Do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

8. **Appointment as Attorney.** In fact, Assignor hereby appoints Assignee as Assignor's attorney in fact. This appointment is irrevocable, without power of substitution, and with full power to act for and in the place of Assignor in such actions or proceedings in the name of Assignor, or otherwise, as the case may require, to do any and all acts, matters, and things to carry into effect the true intent and purpose of this Assignment, including the right to verify all pleadings or other documents on behalf of Assignor.

9. **Assignee's Remuneration and Fees.** From the proceeds of sale, collections, operations, or other sources, Assignee shall pay itself and retain as Assignee all of its charges and expenses, together with its own reasonable remuneration and fee, which remuneration and fee shall be equal to a minimum of ten percent (10%) of the first one hundred thousand dollars (\$100,000) of revenue generated, seven percent (7%) of the next four hundred thousand dollars (\$400,000) of revenue generated, five percent (5%) of the next five hundred thousand dollars (\$500,000) of revenue generated, and three percent (3%) above one million dollars (\$1,000,000) of revenue generated. Assignee's **minimum fee** hereunder is twenty thousand dollars (\$20,000). Assignee may also pay from the proceeds of sale, collections operations or other sources; remuneration, fees, and expenses to Assignee's agents, the reasonable fees and expenses of Assignee's attorney, the reasonable fees and expenses of Assignee's accountant, and the reasonable fees and expenses Assignor's auctioneer. Assignee may also pay from said proceeds the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor. All of the aforementioned amounts are to be determined at Assignee's sole but reasonable discretion and judgment.

10. **Assignee's Liability.** Assignee shall not be personally liable in any manner, and Assignee's obligations shall be in a representative capacity only, as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer this estate according to the best of Assignee's ability. However, it is expressly understood and agreed that Assignee shall not be responsible for any negligence of Assignee's agents

or employees selected by Assignee with reasonable care. It is further expressly understood and agreed that Assignee shall not be liable or responsible for any act done by Assignee in good faith in the administration of this estate, and that Assignee shall be liable only for reasonable care and diligence in the administration of this estate. Any contract made by Assignee in connection with this Assignment shall not be binding on Assignee in its personal capacity, but shall bind the estate assigned and Assignee in Assignee's representative capacity only. Notwithstanding anything herein or under applicable law to the contrary, the liability of Assignee or of any Indemnified Party, as defined in paragraph 11 below, shall be limited to the total amount of fees it earns pursuant to this Assignment.

11. **Indemnification by Assignor.** As a material part of the consideration for the agreement of Assignee to furnish services pursuant to this Assignment, Assignor and Thomas J. De Rosa, an individual, and in his individual capacity (collectively with Assignor the "Indemnifying Parties, individually, "Indemnifying Party") hereby agree, jointly and severally, to indemnify and hold harmless Assignee and Assignee's affiliates, respective past, present and future directors, officers, shareholders, members, employees, agents, and Assignee's controlling persons (collectively the "Indemnified Parties; individually, the "Indemnified Party") to the fullest extent lawful, from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, arising out of or related to this Assignment, from and against any and all losses, claims, damages or liabilities arising out of or related to any and all Schedules to this Assignment furnished to the Indemnified Parties by Assignor or any of Assignor's directors, officers, shareholders, members, employees, representatives, attorneys, accountants, consultants, bookkeepers, or agents; from and against any and all losses, claims, damages or liabilities arising out of or related to any and all representations made to the Indemnified Parties, or any of them, by Assignor or any of Assignor's directors, officers, shareholders, members, employees, representatives, attorneys, accountants, consultants, bookkeepers, or agents relating to the financial state and business affairs of Assignor including, but not limited to, the existence and value of Assignor's assets, the extent of Assignor's debts and obligations, the existence and extent of Assignor's creditors, and Assignor's compliance with the requirements of applicable law including, but not limited to, the rules regulations ordinances or other requirements of any governmental entity or subdivision. In addition, the Indemnifying Parties, jointly and severally agree to reimburse each Indemnified Party for any legal or other expenses, including but not limited to attorneys' fees and expenses reasonably incurred by such Indemnified Party with respect to any loss, claim damage, or liability indemnified herein, at the time such expenses are incurred; provided, however, the Indemnifying Parties shall not be liable under the foregoing indemnity and reimbursement agreement for any loss, claim damage or liability which is finally judicially determined to have resulted primarily from the willful misconduct or gross negligence of the Indemnified Party. This paragraph shall survive the termination of this Assignment.

12. **Successor Assignee.** Assignee shall designate successor assignee or assignees, where practical, to act in the event of Assignee's incapacity or inability to act pursuant to the provisions of this Assignment.

13. **Common Law Assignment.** It is understood and agreed that this Assignment is a common law assignment for the general benefit of Assignor's creditors.

14. **Acceptance by Assignee.** Assignee accepts the trust created by this Assignment.

15. **Miscellaneous.**

a) **Notices.** All notices under this Assignment shall be in writing an deemed effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, telecopy, or sent by United States first-class mail, postage prepaid, to the respective parties as follows:

ASSIGNOR:

6594 WINDWARD RIDGE WAY
SAN DIEGO, CA 92121

Attn:

THOMAS DEROSA

Phone:

858 883 3639

Fax:

Email: _____

WITH COPY TO:

Attn: _____

Phone: _____

Fax: _____

Email: _____

ASSIGNEE:

401 Via Del Norte

La Jolla, CA 92037

Attn: Leslie T Gladstone

Phone: (858) 454-9887

Fax: (858) 454-9596

Email: leslieg@san.rr.com

WITH COPY TO:

Financial Law Group

401 Via Del Norte

La Jolla, CA 92037

Attn: Christin Batt

Phone: (858) 454-9887

Fax: (858) 454-9596

Email: christinb@san.rr.com

b) Headings. The section headings in this Assignment are for the purpose of reference only and shall not be used for limiting or interpreting the meaning of any provision of this Assignment.

c) Captions and Interpretation. As used in this Assignment, masculine or feminine or neuter gender and singular or plural shall be deemed to include the other whenever the text so indicates. Captions and paragraph headings are provided solely for convenience and shall not be deemed to restrict or limit the meaning of the text. The language of all parts of this Assignment shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties hereto.

d) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

e) Governing Law and Severability. The validity, construction and operational effect of this Assignment shall be governed by the laws of the State of California. If any provision of this Assignment shall be determined to be invalid, void, or illegal, such provision shall be construed and amended in a manner which would permit its enforcement, but in no event shall such provision affect, impair, or invalidate any of the remaining provisions herein.

f) Successors and Assigns. The provisions of this Assignment shall be binding on and inure to the benefit of each of the parties and their respective legal representatives, successors, assigns, heirs, and beneficiaries.

g) Amendment and Waiver. This Assignment may be amended only by a written agreement signed by all parties to this Assignment. Waiver of any provision of this Assignment shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

h) Drafting. This Assignment is to be interpreted without regard to which party is deemed the draftsperson. The terms and intent of this Assignment, with respect to the rights and obligations of all parties identified in this Assignment, shall be interpreted and construed on the assumption that all parties participated equally in its drafting.

i) Necessary Acts. Each party to this Assignment agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Assignment.

j) Authorized Signatures. The parties hereby acknowledge that they have read, and understand, the terms and scope of this Assignment, are freely entering into this Assignment, and intend to be legally bound hereby. Each party signing this Assignment warrants and represents that he/she has authority to enter into this Assignment on behalf of the party for whom he/she signs.

k) Attorneys' Fees. If any party institutes or is made a party to an action or proceeding to enforce or interpret this Assignment, the prevailing party in such action or proceeding shall be entitled to recover from the other party all reasonable attorneys' fees and costs (whether otherwise taxable or recoverable) incurred in connection with such action or proceeding, or any appeal or enforcement of such action or proceeding.

l) Entire Agreement. This Assignment supersedes any and all other agreements, communications, representations, or commitments, whether oral or written, between the parties hereto with respect to the subject matter set forth in this Assignment, and constitutes the entire agreement between the parties with respect to the subject matter set forth in this Assignment. There are no other understandings or agreements between the parties hereto with respect to the subject matter set forth in this Assignment.

16. Schedules. The following Schedules are to be submitted to Assignee within three (3) business days of the date of this Assignment, provided, however, the Assignee, at the Assignee's sole discretion, may accept the information detail requested on the Schedules in a format other than that of the Schedules:

- Schedule A – Assignor's Real Property
- Schedule B – Assignor's Personal Property
- Schedule C – Assignor's Secured Creditors
- Schedule D – Assignor's Unsecured Creditors
- Schedule E – Assignor's Unsecured Priority Creditors
- Schedule F – Executory Contracts and Unexpired Leases
- Schedule G – Assignor's Employees
- Schedule H – Assignor's Shareholders

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 21 day of OCTOBER, 2010.

ASSIGNOR:

e2GDS, INC

Thomas D. Derosa

BY:

NAME:

TITLE:

THOMAS DEROSA
CEO

ASSIGNEE:

Leslie T. Gladstone, dba Financial Law Group

BY:

NAME:

TITLE:

Leslie T. Gladstone
Assignee

ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

ADDRESS: 401 Via Del Norte
La Jolla, CA 92037
PHONE: (858) 454-9887
FAX: (858) 454-9596
EMAIL: _____

INDEMNIFYING PARTY:

Thomas J.
DeRosa

an Individual

BY: Thomas J. DeRosa
NAME: THOMAS J. DEROSA
TITLE: _____
ADDRESS: 6594 WINDWARD RIDGE WAY
SAN DIEGO, CA 92121
PHONE: 858 454-3639
FAX: _____
EMAIL: TDEROSA@3D.LIVE.COM

INDEMNIFYING PARTY:

an Individual

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

INDEMNIFYING PARTY:

an Individual

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

INDEMNIFYING PARTY:

an Individual

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

EXHIBIT B

Purchased Assets¹

The Purchased Assets are comprised of all of Seller's right, title and interest in and to the following:

Software and Data Assets:

Smartfares.com
Smart-Fare.com
Smart-Fars.com
Smarterfare.com
Smartestfares.com
Smartestfare.com
Smartfare.com
Smartfaress.com
Smartfars.com
Mysmartfares.com
Travelation.com
Including Trademark
ARC Account
CMS
GDS Scripts
Compareyourfare.com
Compareyourfares.com
History Database
Customer emails
Technology Automations
Traveler Data (prior to 2009)
Fraud Database
Bookingbutler.com
Bookingenginedemo.com
Emediaventive.com
Imediaventive.com
Justasia.com
JustlatinAmerica.com
Justsouthamerica.com
Linkmetravel.com
Mediaventive.com
Rentalcarvalue.com
Rentalcarvalues.com

Re: ARC Account: No use of account shall be made by Assignee unless and until an indemnification agreement is signed by Assignee and its principals in favor of Assignor, together with placement of a \$20,000.00 letter of credit and/or similar security from a bank of good standing. This letter of credit shall be released upon approval of transfer of ARC Account by ARC.

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement by and between Seller and Buyer dated October 27, 2010.

EZGDS Hardware Assets:

EZGDS Hardware Assets	Purchase Date
DELL COMPUTERS	06/06/06
DELL COMPUTERS	07/11/06
DELL MONITOR	08/23/06
DELL MTR KEYBRDS	08/06/06
DELL COMM-POWER CONN 5324-24	09/06/06
DELL KM SWITCH	11/03/06
SONIC WALL 30060	11/03/06
DELL COMP / MONTRS	11/03/06
DELL 390 COMPUTERS	01/18/07
WINDOWS SOFTWR	03/05/07
SYSTEM UPGRADES	05/22/07
OPTIPLEX EQPT	05/31/07
MSA1045 EQPT	09/10/07
Hardware - Wells Fargo	8/1/2008 - Assumed Lease
Dell Cap Lease Acct 917-018	4/1/2009 - Assumed Lease
Dell Cap Lease Acct 917-017	5/1/2009 - Assumed Lease
Dell Cap Lease Acct 917-019	5/1/2009 - Assumed Lease
Dell Cap Lease Acct 917-020	5/1/2009 - Assumed Lease

TSC Hardware Assets:

Hardware Asset	Purchase Date
PHONE SYSTEM	03/13/03
PROTEL PHONES	12/16/03
SERENITY EQPT	06/22/04
PROTEL PHONES	06/30/04
PROTEL PHONES	07/21/04
COMPUTER	02/03/06
DELL COMPUTERS	03/10/06
DELL MONITORS	03/10/06
COMPUTER	05/17/06
DELL COMPUTERS	06/06/06
DELL MONITORS	06/06/06
DELL COMPUTERS	07/03/06
DELL COMPUTERS	08/23/06
DELL COMPUTERS	08/15/06
DELL SERVERS	10/25/06
DELL COMPUTERS	11/02/06
COPIER	12/01/06
INTEL 8-PORT VPC	12/11/06
DELL MONITORS	01/18/07
DELL MEMORY	01/18/07
2 DELL MONITORS	02/12/07
3 OPTI 320 MT COMPUTERS	02/12/07
1 LASER PRINTER	03/16/07
2 500GB	03/08/07
1 DELL 2407FPW COMPUTER	03/08/07
2 DELL FLAT SCRIN MONITORS	05/16/07
1 DELL WIDE FLAT SCRIN MONITOR	05/16/07
1 PCT6248 COMPUTER	05/03/07
1 GB MODULE/ 1 PERC ADAPTER	06/26/07
POWERSVAULT	06/19/07
QUAD CORE XEON PROCESSOR	06/19/07
3 OPTIPLEX MINITOWER	06/19/07
1 QUAD CORE XEON PROCESSOR	09/21/07
DELL FLAT SCREEN	09/21/07
3 POWERCONNECT	12/07/07
2 DELL LASER PRINTERS	12/07/07
5 OPTIPLEX	12/10/07
2 DELL LASER PRINTERS	12/12/07

Hardware Asset	Purchase Date
1 OPTIPLEX	10/17/07
QUAD CORE XEON PROCESSOR	10/17/07
DELL POWER EDGE	10/17/07
QUAD CORE XEON PROCESSOR	10/17/07
PVT110T,LTO-3, 400/800 POWERSHAULT	06/28/07
OPTIFPLEX 745 MINITOWER	06/28/07
1 ACROBAT SOFTWARE	06/28/07
3 DELL COMPUTERS	03/13/08
1 DELL SERVER	03/13/08
DELL	03/23/08
16 POWEREDGE	03/27/08
3 RACK PDU	03/27/08
5 VIDEO CARD	03/31/08
4 ULTRASHARP 2407FP- 22 E198FP-2 ULTRASHARP 2208FP MONITOR	03/31/08
NETSHELTER SX 42U & 24-OUTLET METERED	03/31/08
1 POWER CONNECT 6248	04/18/08
1 QUAD CORE XEON PROCESSOR	04/23/08
10 VL SNAP DEPLOY	06/30/08
3 QUAD CORE INTEL XEON L5420	06/30/08
1 VL WHATSUP GOLD	06/30/08
Safe	
Ticket Printers - Amadeus	
Ticket Printer - WorldSpan	
Total	

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement ("**Bill of Sale**") is made as of October 27, 2010, by and between LESLIE T. GLADSTONE ("**Seller**") in her sole and limited capacity as Assignee for the Benefit of Creditors of ezGDS, Inc. and its subsidiary Travel Support Center, Inc., and LBF TRAVEL, INC., a Delaware corporation ("**Buyer**"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of October 27, 2010, (the "**Asset Purchase Agreement**"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Purchased Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets and Assumed Liabilities from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Purchased Assets and Assumed Liabilities.

2. **No Liabilities Assumed.** Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller or Assignor except as expressly provided in the Asset Purchase Agreement.

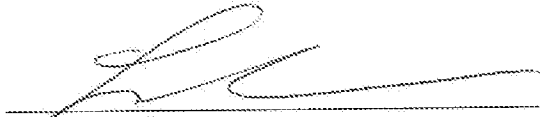
3. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and Assumed Liabilities.

4. **Effect of Bill of Sale.** Nothing in this Bill of Sale shall be deemed to modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

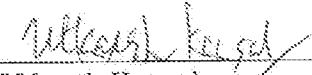
SELLER:

BUYER:



Leslie T. Gladstone
Solely in her capacity as Assignee for Benefit
of Creditors

LBF TRAVEL, INC.,
a Delaware corporation

By: 

Utkarsh Kansal
Its: President

STATE OF CALIFORNIA)
)ss.
COUNTY OF)

On October 27, 2010, before me Tawana C. Collins, a Notary Public, personally appeared Leslie T. Gladstone, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

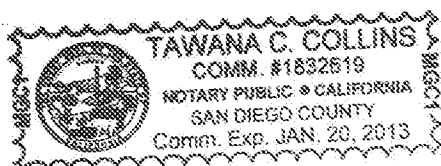


Tawana C. Collins
Notary Public

STATE OF CALIFORNIA)
)ss.
COUNTY OF)

On October 27, 2010, before me Tawana C. Collins, a Notary Public, personally appeared Ukeshah Kansal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Tawana C. Collins
Notary Public