

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.205/04/2015
900323571

ETAS ID: TM340220

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelocity.com LP		01/23/2015	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Terrapin, Inc.		
Street Address:	333 108th Avenue NE		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3587029	DREAM MAPS	
Registration Number:	2156928	FAREFINDER	
Registration Number:	3004252	FAREWATCHER	
Registration Number:	3951256	FAREWATCHER PLUS	
Registration Number:	4497114	GO & SMELL THE ROSES	
Registration Number:	2711153	INTELLI-DECK	
Registration Number:	3832416	LET THE STARS BE YOUR GUIDE	
Registration Number:	2977274	LOCAL SECRETS, BIG FINDS	
Registration Number:	3146246		
Registration Number:	3864273	THE ROAMING GNOME	
Registration Number:	3701762		
Registration Number:	3447053	THE WINDOW SEAT	
Registration Number:	3832234	TOTALPRICE	
Registration Number:	3440790	TRAVEL FOR GOOD	
Registration Number:	2093791	TRAVEL UPDATE	
Registration Number:	2254700	TRAVELOCITY	
Registration Number:	2466132	TRAVELOCITY	
Registration Number:	3159355	TRAVELOCITY BUSINESS	
Registration Number:	2987848	TRAVELOCITY PARTNER NETWORK	

OP \$515.00 3587029

Property Type	Number	Word Mark
Registration Number:	3152510	YOU'LL NEVER ROAM ALONE

CORRESPONDENCE DATA

Fax Number: 2127758800
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: 212-775-8700
Email: alisnyansky@kilpatricktownsend.com
Correspondent Name: Jason M. Vogel
Address Line 1: 1114 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	94099-942003
NAME OF SUBMITTER:	Jason M. Vogel
SIGNATURE:	/Jason M. Vogel/
DATE SIGNED:	05/04/2015

Total Attachments: 16
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is dated as of January 23, 2015, by and among Travelocity.com LP, a Delaware limited partnership (“Seller”), and Sabre GBL Inc., a Delaware corporation (“Parent”), the undersigned Affiliates of Seller to the extent such Affiliates hold Acquired Intellectual Property (collectively, with Parent and Seller, “Assignors”), and Terrapin, Inc., a Nevada corporation (“Assignee”).

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and among Assignors, Assignee, and Expedia, Inc., solely for purposes of Section 7.20, and certain affiliates of Assignors, pursuant to which each Assignor is, among other things, selling to Assignee, and Assignee is acquiring from such Assignor, all of such Assignor’s right, title and interest in and to the Acquired Assets, including the Acquired Intellectual Property;

WHEREAS, the Acquired Intellectual Property includes (i) the trademarks and trademark applications identified on Schedule A and all common law rights thereto, together with all goodwill associated therewith or symbolized thereby, (ii) the domain names, web addresses, and social media handles identified on Schedule B, (iii) the copyright registrations identified on Schedule C and all common law rights thereto, and (iv) the right to sue and collect damage awards in connection with the current and future infringement of those assets in (i), (ii) and (iii), above (collectively, the “Assigned IP”);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, each Assignor and Assignee has agreed to deliver this Assignment to the other party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor and Assignee, intending to be legally bound, do hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. **Assignment.** Each Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee and its successors and assigns, all of such Assignor’s right, title and interest, in and to all of the Assigned IP free and clear of all Encumbrances (other than Permitted Encumbrances).

3. **Cooperation.** Each Assignor agrees to execute and deliver such other reasonable documents provided by the Assignee for filing by Assignee with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, the Register of Copyrights of the United States, or the corresponding entities or agencies in any applicable foreign countries or multinational authorities, and to take, at Assignee’s expense, all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

4. **Succession and Assignment.** This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder.

5. **Governing Law.** This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. **Entire Agreement.** This Assignment, Schedule A, Schedule B and Schedule C hereto and the Purchase Agreement constitute the sole and entire agreement of the Assignors and Assignee with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions (including the covenants, agreements, undertakings, obligations, premises, arrangements, communications, representations and warranties) set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. In the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. This Assignment shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Assignors and Assignee. Neither any course of conduct or failure or delay of any party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power.

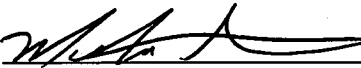
7. **Titles.** The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

8. **Execution and Counterparts.** This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

(Signature page follows)


IN WITNESS WHEREOF, each Assignor has caused this Assignment to be executed as of the date first written above.

SABRE GLBL INC.


By: 
Name: Michael Gasparro
Title: Authorized Signatory

TRAVELOCITY.COM LP

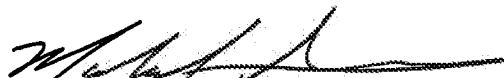
By: TRAVELOCITY.COM LLC, its General Partner

By: 
Name: Michael Gasparro
Title: Authorized Signatory


TRAVELOCITY HOLDINGS, INC.


By: Michael Gasparro
Its: Authorized Representative

TVL COMMON, INC.


By: Michael Gasparro
Its: Authorized Representative

TRAVELOCITY.COM LLC


By: Michael Gasparro
Its: Authorized Representative

TRAVELOCITY HOLDINGS I, LLC

By: Michael Gasparro
Its: Authorized Representative

TRAVELOCITY SERVICES CANADA LTD.




By: Michael Gasparro
Its: Authorized Representative

SITE59.COM LLC



By: Michael Gasparro
Its: Authorized Representative

TRAVELOCITY GMBH



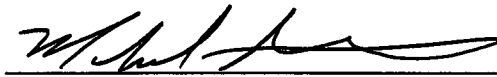
By: Michael Gasparro
Its: Authorized Representative

TRAVELOCITY AUSTRALIA PTY LTD.



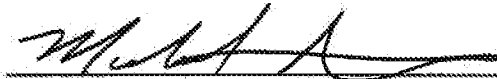
By: Michael Gasparro
Its: Authorized Representative

TRAVELOCITY INTERNATIONAL B.V.



By: Michael Gasparro
Its: Authorized Representative

**TRAVELOCITY GLOBAL TECHNOLOGIES
PRIVATE LIMITED**



By: Michael Gasparro
Its: Authorized Representative

APPROVED AND ACCEPTED BY:

TERRAPIN, INC.

By: 

Name:

Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Registered Trademarks

Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
DREAM MAPS	UNITED STATES	08/26/2008	77/556,132	03/10/2009	3,587,029
FAREFINDER	UNITED STATES	06/09/1997	75/304,398	05/12/1998	2,156,928
FAREWATCHER	UNITED STATES	08/16/2004	78/467,778	10/04/2005	3,004,252
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FAREWATCHER PLUS	UNITED STATES	07/29/2008	77/533,396	04/26/2011	3,951,256

Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
GO & SMELL THE ROSES	UNITED STATES	03/27/2013	85/888,069	03/18/2014	4,497,114
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
INTELLI-DECK	UNITED STATES	05/21/2002	76/412,953	04/29/2003	2,711,153
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LET THE STARS BE YOUR GUIDE	UNITED STATES	04/18/2008	77/451,716	08/10/2010	3,832,416
LOCAL SECRETS, BIG FINDS	UNITED STATES	03/26/2003	76/500,900	07/26/2005	2,977,274
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
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THE ROAMING GNOME	UNITED STATES	10/27/2004	78/506,688	10/19/2010	3,864,273
The Roaming Gnome Design	UNITED STATES	06/15/2006	78/909,464	10/27/2009	3,701,762
THE WINDOW SEAT	UNITED STATES	08/22/2006	78/957,708	06/10/2008	3,447,053
TOTALPRICE	UNITED STATES	09/22/2003	76/545,821	08/10/2010	3,832,234
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TRAVEL FOR GOOD	UNITED STATES	08/22/2006	78/957,508	06/03/2008	3,440,790
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TRAVEL UPDATE	UNITED STATES	10/23/1995	75/009,291	09/02/1997	2,093,791

Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
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Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TRAVELOCITY	UNITED STATES	01/28/1997	75/232,339	06/22/1999	2,254,700
TRAVELOCITY	UNITED STATES	09/29/1998	75/561,050	07/03/2001	2,466,132
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Mark	Jurisdiction	Filing Date	Application/Serial No.	Registration Date	Registration No.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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YOU'LL NEVER ROAM ALONE	UNITED STATES	08/09/2004	76/606,253	10/10/2006	3,152,510
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
IGOUGO	UNITED STATES	08/23/2013	86/046,504	11/04/2014	4,630,885
IGOUGO & Thought Bubble Design	UNITED STATES	08/23/2013	86/046,379	11/04/2014	4,630,884

Additional Registered Trademarks

Mark or its Image	Jurisdiction	Application/ Serial Number	Registration Number	Filing Date	Registration Date
EXPERIENCEFINDER	U.S.	77082724	3718976	1/14/2007	12/1/2009
GO POINTS	U.S.	78628037	3164806	5/11/2005	10/31/2006
I GO U GO	U.S.	78489480	3235827	9/24/2004	5/1/2007
Design Only	U.S.	78343492	3146246	12/19/2003	9/19/2006
PREVIEW TRAVEL (and Design)	U.S.	75326170	2137566	7/17/1997	2/17/1998
PREVIEW TRAVEL	U.S.	75119672	2171709	6/17/1996	7/7/1998
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]