

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Standby Holdings Pty Ltd		06/12/2015	CORPORATION: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Expedia, Inc.		
<b>Street Address:</b>	333 108th Avenue NE		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98004		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2504580	WOTIF.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127758800		
<i>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.</i>			
<b>Phone:</b>	212-775-8000		
<b>Email:</b>	alisnyansky@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Jason M. Vogel		
<b>Address Line 1:</b>	1114 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	94099-945778		
<b>NAME OF SUBMITTER:</b>	Jason M. Vogel		
<b>SIGNATURE:</b>	/Jason M. Vogel/		
<b>DATE SIGNED:</b>	06/19/2015		
<b>Total Attachments: 8</b>			
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**Title**                    **Asset Transfer Agreement**

**Date**                     12 June 2015

**Parties**                **Standby Holdings Pty Ltd** (ACN 085 219 254) of Level 1, 7 Baroona Road, Milton, QLD 4064, Australia (**Assignor**)

**Expedia, Inc.**, a company organised and existing under the laws of the State of Washington, U.S.A. of 333 108th Avenue N.E., Bellevue, Washington 98004, U.S.A. (**Assignee**)

### **Recitals**

- A        The Assignor is the owner of the Trade Marks and the registered owner of the Trade Mark Registrations.
- B        The Assignor wishes to assign the Trade Marks and the Trade Mark Registrations to the Assignee, on the terms and conditions of this Agreement.

### **Operative provisions**

#### **1. Definitions**

In this Agreement, unless the context requires another meaning:

**Trade Marks** means the trade marks the subject of the Trade Mark Registrations in respect of the goods or services specified in the relevant registrations; and

**Trade Mark Registrations** means the trade mark registrations set out in the attached Schedule.

#### **2. Assignment**

##### **2.1 Assignment**

The Assignor assigns to the Assignee, for good and valuable consideration, which the Assignor acknowledges having received, absolutely, all of its rights and interests in the Trade Marks and the Trade Mark Registrations, and all goodwill in and to any of the Trade Marks.

##### **2.2 Nature of Assignment**

The Assignment the subject of clause 2.1 includes, without limitation, the right to take action and obtain other relief in relation to infringements occurring on or before the date of this Agreement.

#### **3. General**

##### **3.1 Further assurances**

At the request and sole cost of the Assignee, the Assignor will promptly do, or arrange for others to do, everything reasonably necessary or desirable to give full effect to this Agreement including, without limitation, depositing to or swearing any declaration or oath.

##### **3.2 Governing law**

This Assignment is governed by the laws of New South Wales.

### 3.3 General

This Agreement may be executed in any number of counterparts. All counterparts when taken together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

## Execution

Executed as an agreement.

Signed for and on behalf  
of **Standby Holdings Pty Ltd** (ACN 085  
219 254)  
by its duly authorised representative



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Signature of authorised representative

**Lance Soliday**

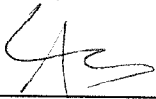
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Name of authorised representative  
(please print)

Director

Signed by  
**Expedia, Inc.**

Signature of duly authorised officer



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Name: **Lance Soliday**

Title: Vice President

Schedule

Trade Mark Registrations

Trademark Name	Country	Wotif.com Entity	Trademark Number	Classes
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]







Trademark Name	Country	Web.com Entry	Trademark Number	Class/es
Wotnews				