

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotelzon International Oy		05/30/2014	limited company: FINLAND
RECEIVING PARTY DATA			
Name:	Hotelzon International (UK) Limited		
Street Address:	10 Hurricane Way		
Internal Address:	Axis One, Axis Park		
City:	Langley		
State/Country:	UNITED KINGDOM		
Postal Code:	SL3 8AG		
Entity Type:	Private Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2773989	HOTELZON	
CORRESPONDENCE DATA			
Fax Number:	7705637878		
<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>			
Phone:	770-563-5911		
Email:	linda.rutherford@travelport.com		
Correspondent Name:	Linda Rutherford		
Address Line 1:	300 Galleria Parkway		
Address Line 4:	Atlanta, GEORGIA 30339		
DOMESTIC REPRESENTATIVE			
Name:	Stacey Mollohan		
Address Line 1:	300 Galleria Parkway		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Stacey Mollohan		
SIGNATURE:	/stacey mollohan/		
DATE SIGNED:	08/05/2015		
Total Attachments: 8			

OP \$40.00 2773989

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 30th May 2014, is made by HOTELZON INTERNATIONAL OY ("Seller") (registration number 2127565-2), located at Porkkalankatu 3, FIN-00180 Helsinki, Finland, in favor of HOTELZON INTERNATIONAL (UK) LIMITED (formally known as TP HZ LIMITED) ("Purchaser"), a company incorporated in England with registered number 08986312 and whose registered office is at Axis One, Axis Park, 10 Hurricane Way, Langley SL3 8AG, England the purchaser of certain assets of Seller pursuant to a Share and Asset Sale and Purchase Agreement between, inter alios, the Purchaser and Seller, dated as of 20 May 2014 (the "SPA").

WHEREAS, under the terms of the SPA, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the SPA, the payment of the consideration stipulated in the SPA and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) The absolute entitlement to the trademark registrations and applications referred to in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(c) all rights of any kind whatsoever of Seller in relation to the Business (as defined in the SPA) accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) all rights of any kind whatsoever of Seller in relation to the Business (as defined in the SPA) granting the exclusive right for the Purchaser and its successors and assignees to carry on the Business (as defined in the SPA) under the unregistered trademarks and to represent itself as carrying on the such business in succession to the Seller;

(f) the right to bring, make, defend, oppose, appeal proceedings, claims or actions of obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned IP whether occurring before, on, or after the date of this agreement.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Intellectual Property Office of the United Kingdom, the Office for Harmonization in the Internal Market (OHIM), the Finnish Patent and Registration Office, the Swedish Patent and Registration Office and any other governmental officials to record and register this IP Assignment and/or transfer of the Assigned IP, as applicable, upon request by Purchaser. Seller shall take reasonable steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto. The Purchaser shall be responsible for all third party costs and filing fees related to any registrations or other actions the Purchaser deems necessary under this IP Assignment.

3. Terms of the SPA. The terms of the SPA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the SPA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the SPA and the terms hereof, the terms of the SPA shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices. The parties agree that the provisions of the SPA shall apply in relation to any notice to be given by a party to the other under or pursuant to the terms of this IP Assignment.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of England and the parties agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) ("Proceedings") and, for such purposes, irrevocably submit to the jurisdiction of such courts. Nothing in this Clause 7 shall (or shall be construed so as to) limit the Purchaser's right to take Proceedings against the Seller in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

HOTELZON INTERNATIONAL

OR

By: 

Name: *Esa Korppinen*

Title: *Chairman*

AGREED TO AND ACCEPTED:

HOTELZON INTERNATIONAL
(UK) LIMITED

By: _____

Name:

Title:

SCHEDULE 1
ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS

Trademark	Registration number	Owner	Registration Date	Expiry Date	Country
ZonBooking	223878	HZI	31.5.2002	31.5.2022	Finland
HOTELZON	223723	HZI	15.5.2002	15.5.2022	Finland
HOTELZON	2466795	HZI	26.3.2003	19.11.2021	EU (OHIM)
HOTELZON	2773989	HZI	14.10.2003	Not mentioned in the register certificate.	USA (USPTO)
ZonMobile	223879	HZI	31.3.2002	31.5.2022	Finland
Connecting Hotels	230533	HZI	15.6.2004	15.6.2014	Finland
Hotelzone	251008	HZI	31.1.2011	31.1.2021	Finland
Hotelzon eBill	251415	HZI	15.3.2011	15.3.2012	Finland
Hotelzon eBill	416803	HZS	25.2.2011	25.2.2021	Sweden

6. Notices. The parties agree that the provisions of the SPA shall apply in relation to any notice to be given by a party to the other under or pursuant to the terms of this IP Assignment.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of England and the parties agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) ("Proceedings") and, for such purposes, irrevocably submit to the jurisdiction of such courts. Nothing in this Clause 7 shall (or shall be construed so as to) limit the Purchaser's right to take Proceedings against the Seller in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**HOTELZON INTERNATIONAL
OY**

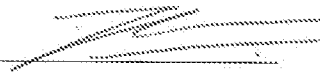
By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

**HOTELZON INTERNATIONAL
(UK) LIMITED**

By: 

Name: *Tim Hamilton*

Title: *Director*

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration number	Owner	Registration Date	Expiry Date	Country
ZonBooking	223878	HZI	31.5.2002	31.5.2022	Finland
HOTELZON	223723	HZI	15.5.2002	15.5.2022	Finland
HOTELZON	2466795	HZI	26.3.2003	19.11.2021	EU (OHIM)
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Hotelzon eBill	416803	HZS	25.2.2011	25.2.2021	Sweden

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

