

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378710

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Studentcity.com, Inc. | | 12/28/2010 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Brightspark Travel, Inc. | | |
| Street Address: | 111 S. PFINGSTEN ROAD, SUITE 100 | | |
| City: | Deefield | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60015 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4238124 | BRIGHTSPARK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 404-322-6285 | | |
| Email: | kevin.fogle@nelsonmullins.com | | |
| Correspondent Name: | Suhail Seth | | |
| Address Line 1: | 201 17th Street NW, Suite 1700 | | |
| Address Line 4: | Atlanta, GEORGIA 30363 | | |
| NAME OF SUBMITTER: | Suhail Seth | | |
| SIGNATURE: | /Suhail Seth/ | | |
| DATE SIGNED: | 03/31/2016 | | |
| Total Attachments: 1 | | | |
| source=Brightsprk Trademark Assignment#page1.tif | | | |

CH \$40.00 4238124

ASSIGNMENT OF TRADEMARKS

WHEREAS, Studentcity.com, Inc., a Delaware corporation (hereinafter referred to as "Assignor"), whose principal address is 8 Essex Center Drive., Peabody, MA 01960, is the sole owner of the Brightspark trademark, registration number 4238124 (the "Trademark"); and

WHEREAS, Brightspark Travel, Inc., a Delaware corporation (referred to as "Assignee"), whose principal address is 111 S. Pfingsten Road, Suite 100, Deerfield, Illinois 60015, is desirous of acquiring the entire right, title, interest, and the goodwill in the Trademark;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00 U.S.) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignor by these presents (the "Assignment"), with effect as of December 28, 2010, does hereby sell, assign and transfer unto said Assignee the entire right, title, interest, and the goodwill that it has in and to said Trademark, and/or registration rights, associated with such Trademark.

Assignor hereby binds itself, its heirs, legal representatives, administrators and assigns properly to cooperate in the Assignee's recordation of title, maintenance and protection of said Trademark, and to execute, without any further consideration or remuneration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made, and to communicate to said Assignee or its representatives and assigns all facts known to the undersigned respecting said Trademark, whenever requested, and to testify in any interference proceeding or other legal proceedings in which said Trademark, or any other trademark owned by Assignor may be at issue.

The Commissioner of Patents and Trademark is hereby requested to record this Assignment of the Trademarks to the Assignee.

IN WITNESS WHEREOF, this Assignment is executed and effective this 28th day of December, 2010.

STUDENTCITY.COM, INC.

By: 
William M. Poole, Secretary