

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HomeAway Software, Inc.		06/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HomeAway.com, Inc.		
Street Address:	1011 W. Fifth Street		
Internal Address:	Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4194153	GLAD TO HAVE YOU	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2127758700		
Email:	tadmin@kilpatricktownsend.com		
Correspondent Name:	Jason Vogel		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1012819		
NAME OF SUBMITTER:	Michael Carson		
SIGNATURE:	/Michael Carson/		
DATE SIGNED:	06/04/2018		
Total Attachments: 2			
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source=HomeAway.com, Inc. Assignment#page2.tif			

OP \$40.00 4194153

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment ("Assignment") is made and entered into as of the latest below-written date by HomeAway Software, Inc., a Delaware corporation, with an address at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703 ("Assignor"), in favor of HomeAway.com, Inc., a Delaware corporation, with an address at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703 ("Assignee").

WHEREAS, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to certain intellectual property, including, without limitation, the trademarks listed on Schedule 1 attached hereto (the "Trademarks"), including the underlying goodwill symbolized by the Trademarks, and Assignee has agreed to accept such sale, conveyance, assignment and transfer.

THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and delivers to Assignee any and all rights, title and interest Assignor has in and to each of the Trademarks, including the underlying goodwill symbolized by the Trademarks.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

ASSIGNOR
HOMEAWAY SOFTWARE, INC.

By: Ang

Name: Angela Niemann

Title: Sr. Vice President and Assistant Secretary

Date: June 4, 2018

ASSIGNEE
HOMEAWAY.COM, INC.

By: [Signature]

Name: Michael R. Graham

Title: Global Director, Intellectual Property

Date: June 4, 2018

SCHEDULE 1 OF MARKS

U.S. TRADEMARK REGISTRATION NO.	MARK
4194153	GLAD TO HAVE YOU 