

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
PEGASUS WEB DEVELOPMENT, LLC		02/21/2008	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XEDOC HOLDINGS SA		
<b>Street Address:</b>	19, rue de Bitbourg		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-1273		
<b>Entity Type:</b>	anonymous society: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2056240	TRAVEL CITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)358-4450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	011-34-93-368-0247		
<b>Email:</b>	PRKeating@Renovaltd.com		
<b>Correspondent Name:</b>	Paul Raynor Keating, Renova, Ltd.		
<b>Address Line 1:</b>	Balmes 173		
<b>Address Line 2:</b>	segundo piso, segunda oficina		
<b>Address Line 4:</b>	Barcelona, SPAIN 08006		
<b>ATTORNEY DOCKET NUMBER:</b>	29293.00		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

CH \$40.00 2056240

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Walter E. Kubitz

Signature:

/Walter E. Kubitz/

Date:

02/22/2008

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (hereinafter "Assignment") is made by PEGASUS WEB DEVELOPMENT, LLC, an Arizona limited liability company (hereinafter "Assignor").

This Assignment is made to XEDOC HOLDINGS SA, an "anonymous society" organized and existing under the laws of the nation of Luxembourg and having an address of 19, rue de Bitbourg, Luxembourg L-1273 (hereinafter "Assignee"). (An "anonymous society" under Luxembourg law is substantially identical to a corporation under U.S. law.)

This Assignment is made with reference to the following facts:

A. Assignor, by previous assignment, had acquired a certain trademark or service mark as shown in U.S. Trademark or Service Mark Registration No. 2,056,240 issued on or about April 22, 1997 on the Principal Register for the mark "TRAVEL CITY" (hereinafter "Trademark"), together with accompanying goodwill, and is the present owner of this said Trademark.

B. Building on the Trademark and accompanying goodwill existing at the time acquired by Assignor, Assignor has further developed and/or caused to be developed the Trademark into a valuable asset that symbolizes and embodies substantial goodwill and consumer recognition in the marketplace.


C. Assignor wishes to sell and transfer to Assignee, and Assignee wishes to receive from Assignor, the entirety of Assignor's right, title and interest in and to the Trademark and all goodwill and consumer recognition related thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged, Assignor does hereby and herewith assign, transfer, sell and convey to Assignee all right, title, and interest in and to the Trademark, together with the aforesaid U.S. Trademark or Service Mark Registration No. 2,056,240 therefor, together with all goodwill and consumer recognition symbolized by and embodied in all and any of the foregoing, all to be held and enjoyed by Assignee (and by Assignee's successors, assigns, and legal representatives) to the end of the term or terms for which the Trademark is granted and all and any renewals thereof, all as fully and entirely as same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and profits by reason of past infringement of the Trademark, with the right to sue for and collect same for Assignee's own use (and for the use of Assignee's successors, assigns, and legal representatives).

Assignor covenants and agrees that Assignor, on request, and at Assignee's own sole cost and expense, will execute and deliver to Assignee any and all documents and papers as may be necessary to perfect in Assignee the interests herein conveyed, and further covenants and agrees that Assignor, on request, and at Assignee's own sole cost and expense, will communicate and cooperate with Assignee to the extent necessary for Assignee to have and enjoy to the fullest extent the interests herein conveyed.

IN WITNESS WHEREOF and intending to be legally bound, said Assignor, by its undersigned duly authorized representative, has hereunto set its hand as noted below:

Date: February 21, 2008.

  
\_\_\_\_\_  
Jan P. Schrage  
Managing Member  
PEGASUS WEB DEVELOPMENT, LLC  
(an Arizona limited liability company)  
Assignor