

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hawaiian Vacations, Inc. | | 08/09/2007 | CORPORATION: ALASKA |
| RECEIVING PARTY DATA | | | |
| Name: | Alaska Airlines, Inc. | | |
| Street Address: | 19300 International Blvd. S. | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98188 | | |
| Entity Type: | CORPORATION: ALASKA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2874072 | HAWAIIAN VACATIONS.COM | |
| Registration Number: | 2040580 | HAWAIIAN VACATIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (206)224-0779 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 206.682.8100 | | |
| Email: | efiling@cojk.com | | |
| Correspondent Name: | Cindy L. Caditz, Esq. | | |
| Address Line 1: | 1420 Fifth Ave., Suite 2800 | | |
| Address Line 2: | Christensen O'Connor Johnson Kindness PL | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | ALAK-5-27223 | | |
| NAME OF SUBMITTER: | Nicholas M. May, IP Paralegal | | |
| Signature: | /Nicholas M. May/ | | |

CH \$65.00 2874072

Date:

05/12/2008

Total Attachments: 3

source=SDOC3530#page1.tif

source=SDOC3530#page2.tif

source=SDOC3530#page3.tif

Assignment of Servicemarks and Trademarks

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made effective August 9, 2007 between Hawaiian Vacations, Inc., an Alaska corporation with its principal place of business at 1010 W. Northern Lights Boulevard, Anchorage, Alaska 99503 (the "Assignor"), to Alaska Airlines, Inc., an Alaska corporation whose corporate headquarters is located at 19300 International Blvd. S., Seattle, WA (the "Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 8, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Names").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Names, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Notwithstanding the foregoing, until the Travel Discontinuance Date (as defined in the Purchase Agreement), the Assignor retains a limited, non-transferable royalty free license to use the Names strictly and only in connection with the operation of the Assignor's business as required under the Purchase Agreement. On the Travel Discontinuance Date this limited license shall terminate and expire without any further action, and thereafter the Assignor shall not in any way make any further use of the Names, except with the prior written permission of the Assignee.

SCHEDULE A

Servicemarks and Trademarks

1. The business name "Hawaiian Vacations".
2. The URL www.hawaiianvacations.com and any reasonably similar URL controlled directly or indirectly by the Assignor or its shareholders, specifically excluding, however, PacificTrips.com.
3. Any trademark, trade name, service mark or other intellectual property concerning or directly or indirectly related to the name "hawaiianvacations.com," "Hawaiian Vacations," and any such trademark, trade name, service mark or intellectually property reasonably similar thereto, and otherwise controlled directly or indirectly by the Assignor, specifically excluding, however, the following trademarks: (i) Alaskan Vacations; (ii) Western Vacations; (iii) Vacation Air; (iv) Fire and Ice Vacations; (v) Hardwick Vacation Services; (vi) PacificTrips.com; and (vii) Hula Moose Design.