

**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>
Suntrek Tours Ltd		10/30/2008	CORPORATION: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intrepid Travel Pty Ltd		
<b>Street Address:</b>	11 Spring Street		
<b>City:</b>	Fitzroy, Victoria 3065		
<b>State/Country:</b>	AUSTRALIA		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2107009	SUNTREK	
Registration Number:	2126920	SUNTREK	
Registration Number:	2183369	SUNTREK	
Registration Number:	2464818	AMERICAN PIONEER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)224-0779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-682-8100		
<b>Email:</b>	efiling@cojk.com		
<b>Correspondent Name:</b>	Everett E. Fruehling, Esq.		
<b>Address Line 1:</b>	1420 Fifth Avenue, Suite 2800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101-2347		
<b>ATTORNEY DOCKET NUMBER:</b>	LANM-2-39345 ETC.		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Everett E. Fruehling		

**OP \$1115.00 2107009**

**900145404**

**TRADEMARK  
 REEL: 004078 FRAME: 0959**

Address Line 1: 1420 Fifth Avenue, Suite 2800  
Address Line 4: Seattle, WASHINGTON 98101-2347

NAME OF SUBMITTER:	Gina Scott, Submitter
Signature:	/Gina Scott/
Date:	10/15/2009

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of October 30, 2008 (the "Effective Date"), is made by and between Intrepid Travel Pty Ltd, an Australian corporation ("Assignee"), Daniel Hildebrand, an individual resident of California (the "Shareholder"), and Suntrek Tours Ltd, a Swiss corporation ("Suntrek Switzerland" and together with the Shareholder, the "Assignors").

WHEREAS, Assignors own all right, title and interest in and to each trademark, service mark, trade name, domain name and registration identified on Schedule 1 and all goodwill associated therewith and symbolized thereby (collectively, the "Scheduled Marks");

WHEREAS, Assignors desire to sell, assign and transfer, and Assignee desires to receive, (a) the Scheduled Marks, and (b) any other trademark, service mark, trade name, domain name and registration owned by any Assignor including the name "Suntrek," "Suncar," "Adventure Access," and "American Pioneer" and all goodwill associated therewith and symbolized thereby (collectively, the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, assign and transfer to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignors of, all right, title and interest in and to the Marks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this sale, assignment and transfer had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Marks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "Mark Rights"). Assignor requests the Commissioner of Patents and Trademarks and all other registering authorities and bodies to record Assignee as the assignee and owner of the Marks.

2. Assignors shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration of the Mark Rights; (b) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Mark Rights, including, without limitation, testifying as to any facts relating to the Mark Rights assigned herein and this Assignment; (c) in obtaining any additional protection for the Mark Rights that Assignee reasonably may deem appropriate; and (d) in the implementation or perfection of this

Assignment. Any and all expenses and costs incurred by Assignor in connection with the above or this Assignment, including without limitation filing or registration fees or costs and attorneys' fees, shall be borne solely by Assignor.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and wholly performed therein.

4. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**ASSIGNORS:**

  
\_\_\_\_\_  
Daniel Hildebrand

**ASSIGNEE:**

**Intrepid Travel Pty Ltd**

By:   
\_\_\_\_\_  
Name: Matt Beard  
Its: Chief Financial Officer

**Suntek Tours Ltd**

By:   
\_\_\_\_\_  
Name: Daniel Hildebrand  
Its: Chairman

**Schedule 1: Scheduled Marks**

1. The following trademarks, service marks and trade names:

<b>Mark</b>	<b>Country/ Territory</b>	<b>Registration No.</b>	<b>Filing Date/ Reg. Date</b>
SUNCAR	United States	2,339,521	04/11/00
SUNTREK	Australia	705202	03/25/96
SUNTREK	Australia	705203	03/25/96
SUNTREK	Australia	764358	06/10/98
SUNTREK	Brazil	820880744	06/29/98
SUNTREK	Canada	TMA485782	11/18/97
SUNTREK	China	1241889	11/26/97
SUNTREK	Czech Republic	217194	04/23/99
SUNTREK	European CTM	114447	04/29/98
SUNTREK (& Design)	European CTM	114488	04/29/98
SUNTREK	Israel	152639	10/16/01
SUNTREK	Japan	0004030703	07/18/97
SUNTREK	Japan	0004162583	07/03/98
SUNTREK	Korea	4100443190000	07/23/98
SUNTREK	Mexico	529314	08/26/96
SUNTREK	Int'l Registration / Madrid Convention	437452	07/08/96
SUNTREK (& Design)	Int'l Registration / Madrid Convention	437428	07/08/96
SUNTREK	New Zealand	260348	08/06/97
SUNTREK (& Design)	New Zealand	260349	08/06/97
SUNTREK	Norway	202484	04/27/00
SUNTREK (& Design)	Poland	137914	Filed 11/27/98 (Included within European CTM Marks)
SUNTREK	Russia	173334	03/23/99
SUNTREK	South Africa	97/06639	05/05/97
SUNTREK	Taiwan	8544075	09/03/96
SUNTREK	Switzerland	P-437452	03/05/97
SUNTREK (& Design)	Switzerland	P-437428	03/05/97

Mark	Country/ Territory	Registration No.	Filing Date / Reg. Date
SUNTREK	United States	2,107,009	10/21/97
SUNTREK	United States	2,126,920	01/06/98
SUNTREK	United States	2,183,369	08/25/98
ADVENTURE ACCESS	Australia	742165	08/22/97
ADVENTURE ACCESS	Canada	TMA503444	11/02/98
ADVENTURE ACCESS	European CTM	622423	01/26/99
ADVENTURE ACCESS	Japan	0004404841	08/04/00
ADVENTURE ACCESS	Korea	4100512470000	12/23/98
ADVENTURE ACCESS	Mexico	563247	10/1997
ADVENTURE ACCESS	Norway	193572	10/15/98
ADVENTURE ACCESS	New Zealand	281352	Filed 08/22/97
ADVENTURE ACCESS	Switzerland	P-448908	02/04/98
ADVENTURE ACCESS ( <i>&amp; Design</i> )	Switzerland	457491	12/29/98
ADVENTURE ACCESS	Poland	127617	Filed 02/13/98 (Included within European CTM Marks)
ADVENTURE ACCESS	Taiwan	T120192	10/30/97
ADVENTURE ACCESS	South Africa	97/14582	09/23/97
ADVENTURE ACCESS	United States	2,217,098	01/12/99
AMERICAN PIONEER	United States	2,464,818	07/03/01

2. The following domain names:

Suntrek.com
Sun-charters.com
Sun-car.com
Adventureaccess.com

Aupairtravel.com
Suntrek.ch
Suntrek.at
Suntrek.de
Suntrek.nl
Suntreks.com
Suntrek.travel
Suntrek.com.au
Usatourssuntrek.com
Adventuretourssuntrek.com
Suntrek.eu