

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
XTS Corporation		04/14/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	TravelFocus, LLC		
Street Address:	8111 LBJ Freeway		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2951273	TRAVELFOCUS	
CORRESPONDENCE DATA			
Fax Number:	(214)206-4330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-206-4300		
Email:	molly@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	8411 Preston Road		
Address Line 2:	Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
ATTORNEY DOCKET NUMBER:	TRAF-0001		
NAME OF SUBMITTER:	Molly Buck Richard		
Signature:	/Molly Buck Richard/		

OP \$40.00 2951273

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TRADEMARK
REEL: 004579 FRAME: 0627

Date:

07/11/2011

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK "TRAVELFOCUS"

This ASSIGNMENT OF THE TRADEMARK "TravelFocus" (the "Assignment"), dated as of April 14, 2011, is by and between XTS Corporation ("XTS") and TravelFocus, LLC (TF).

In consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, XTS and TF hereby agree as follows:

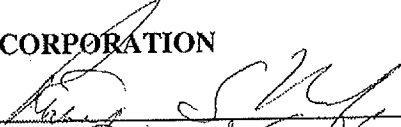
- Sale and Transfer of Trademark. For and in consideration of the four installment payments by TF to XTS in 2007, 2008, 2009 and 2010 of an amount totaling XTS hereby sells, transfers, assigns, conveys, grants and delivers to TF, its successors and assigns, effective as of the date hereof (the "*Effective Time*"), all of XTS' right, title, benefit, privileges and interest in and to (i) the trademark known as "TravelFocus" and all related service marks, trade dress, logos, trade-names, entity names, Internet domain names, whether or not any of the above are registered, United States or foreign registrations or applications to register any of the above, and renewals or extensions thereof.
- Further Actions. XTS covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Trademark hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of TF' title to the trademark and, at the request of TF, to execute and deliver further instruments of transfer and assignment and take such other action as TF may reasonably request.
- Power of Attorney. Without limiting the terms hereof, XTS hereby constitutes and appoints TF the true and lawful agent and attorney in fact of XTS, with full power of substitution and re-substitution, in whole or in part, in the name and stead of XTS but on behalf and for the benefit of TF and its successors and assigns, from time to time. XTS hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by XTS.
- Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the parties at the address (or at such other address for a party as shall be specified by like notice) delivered to each party as of the date hereof.
- Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.
- Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law.

Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any court located within the State of Texas, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Texas for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

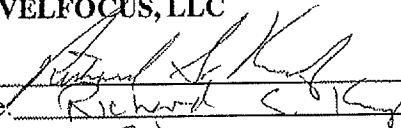
8. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided that TF may assign its rights, interests or obligations hereunder to any affiliate of TF. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademark as of the date first above written

XTS CORPORATION

By: 
Name: Richard S. Kurt
Title: CEO

TRAVELFOCUS, LLC

By: 
Name: Richard S. Kurt
Title: CEO