

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
	XTS Corporation		01/01/2007
			Entity Type
			CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	TravelFocus, LLC		
Street Address:	8111 LBJ Freeway, 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:	3047108	TRAVEL BENEFITS
CORRESPONDENCE DATA			
Fax Number:	(214)206-4330		
Phone:	214-206-4300		
Email:	molly@richardlawgroup.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	8411 Preston Road, Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
ATTORNEY DOCKET NUMBER:	TRAF-0001		
NAME OF SUBMITTER:	Molly Buck Richard		
Signature:	/Molly Buck Richard/		
Date:	10/17/2011		
Total Attachments: 3 source=TRAVEL BENEFITS Assignment Doc#page1.tif source=TRAVEL BENEFITS Assignment Doc#page2.tif source=TRAVEL BENEFITS Assignment Doc#page3.tif			

OP \$40.00 3047108

BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES** (the "**Assignment**"), dated as of January 1, 2007, 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:

1. Sale and Transfer of Assets. For and in consideration of the payment by TF to XTS of an initial amount equal to (a) \$ _____ per year, commencing on January 1, 2007 and continuing annually thereafter for a period of 4 years, such amount subject to annual review and revision based on economic and market conditions, and (b) as annual rent commencing on January 1, 2007 and continuing annually thereafter for a period of 4 years, an amount equal to the annual depreciation for all of the fixed assets of XTS (which are contemporaneously being leased to TF), together with a management fee equal to 15% of such aggregate annual depreciation, 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 all of the assets of, used in, or relating to, XTS' business and/or operations (other than (i) the TravelAudit software and related rights and (ii) its fixed assets), including without limitation all customer, client, vendor and all other contracts, agreements, undertakings and rights set forth on a list submitted in connection herewith (collectively, "**Rights**") of, used in, or relating to, XTS' business and/or operations (collectively, the "**Transferred Items**").

2. Further Actions. XTS covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Transferred Items hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of TF's title to the Transferred Items 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 to more effectively transfer and assign to and vest in TF each of the Transferred Items, all at the sole cost and expense of XTS.

3. 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:

(a) to demand, receive and collect any and all of the Transferred Items and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of any XTS or otherwise, any and all proceedings at law, in equity or otherwise, that TF or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Items and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by TF to be required to recover and collect the Transferred Items and to use XTS' name in such manner as TF may reasonably deem necessary for the collection and recovery of same,

XTS hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by XTS.

4. Assignment and Assumption. Effective as of the Effective Time, XTS hereby assigns, sells, transfers and sets over to TF all of XTSs right, title, benefit, privileges and interest in and to, and all of XTS' burdens, obligations and liabilities in connection with, each of the Rights. TF hereby accepts such assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of XTS to be observed, performed, paid or discharged from and after the Effective Time, in connection with the Rights. TF assumes no retained liabilities, and the parties hereto agree that all such retained liabilities shall remain the sole responsibility of XTS.

5. 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.

6. 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.

7. 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.

8. 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.

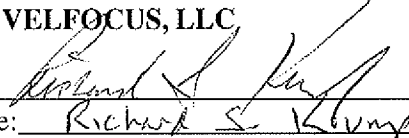
9. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided that the TF may assign its rights, interests or obligations hereunder to any affiliate of TF upon notice to the XTS. 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 Bill of Sale, Assignment and Assumption of Liabilities as of the date first above written

XTS CORPORATION

By: 
Name: Richard S. Krump
Title: CEO

TRAVELFOCUS, LLC

By: 
Name: Richard S. Krump
Title: CEO

The undersigned, being the sole shareholder of XTS, hereby confirms approval of the sale to TF:

