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 |
|---------------------|----------|----------------|-----------------------|
| Travora Media, Inc. | | 02/03/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | Trip Remix, LLC | |
|-------------------|-------------------------------------|--|
| Street Address: | 1608 S. Ashland Ave. | |
| Internal Address: | #31851 | |
| City: | Chicago | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60608 | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3794730 | TOPTRIPS |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: trademark@edwardswildman.com

Correspondent Name: Edwards Wildman Palmer LLP / Tanya Miari

Address Line 1: P.O. Box 130 Address Line 2: F.D.R. Station

Address Line 4: New York, NEW YORK 10150

| ATTORNEY DOCKET NUMBER: | 315136.0001 | |
|-------------------------|------------------|--|
| NAME OF SUBMITTER: | Tanya H. Miari | |
| Signature: | /Tanya H. Miari/ | |

REEL: 005214 FRAME: 0075

TRADEMARK

| Date: | 02/11/2014 | | |
|--|------------|--|--|
| Total Attachments: 2 source=2014-02-03 signed Trademark Assignment#page1.tif source=2014-02-03 signed Trademark Assignment#page2.tif | | | |

TRADEMARK
REEL: 005214 FRAME: 0076

TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Trademark Assignment</u>"), is entered into effective as of the date on which the last-signing party has executed below (the "Effective Date"), by and between Travora Media, Inc., a Delaware corporation ("Assignor") and Trip Remix, LLC, a Delaware limited liability company ("Assignee");

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed on <u>Schedule A</u> hereto and the associated common law trademark rights, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the Marks, throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor and Assignee hereby agree as follows:

- 1. Assignor does hereby transfer, assign, convey, set over and deliver to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Marks, throughout the world, together with the goodwill of the Assignor's business symbolized by and associated with the Marks, and including without limitation all of the rights to bring actions and recover for past, present, or future infringements or other violations of the rights assigned herein.
- Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment.
- 3. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.
- 4. This Assignment may be executed simultaneously in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their respective authorized representatives.

| TRAVORA MEDIA, INC. | TRIP REMIX, LLC |
|----------------------|------------------------------|
| 8y: \ | By:/ |
| Name: DOMINIC BUTERE | Name: John Wa |
| Title: OFO | Tille: Mamber Trip Pemix LLC |
| Date: 1/3///4 | Date: 2/3/14 |

Schedule A

Marks

| Constituto | Trademark | Status | Keg. No. | Jurisdiction |
|---|------------|------------|------------|---------------|
| Manage Market | TRAVELMUSE | Registered | TNIA814732 | Canada |
| 200000000000000000000000000000000000000 | TOPTRIPS | Registered | 3794730 | United States |

TRADEMARK REEL: 005214 FRAME: 0078

RECORDED: 02/11/2014