

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2640956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009
CONVEYING PARTY DATA	
Name	Execution Date
VULCAN PATENTS LLC	12/23/2009
RECEIVING PARTY DATA	
Name:	INTERVAL LICENSING LLC
Street Address:	505 FIFTH AVENUE SOUTH
Internal Address:	SUITE 900
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12835505
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
Phone:	(206)359-3744
Email:	assignmentconfirmations@perkinscoie.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 2:	PATENT - SEA
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	034528-8035.US01
NAME OF SUBMITTER:	SANDY REISMAN
Signature:	/sbr/

OP \$40.00 12835505

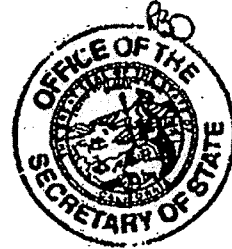
Date:

12/09/2013

**Total Attachments: 10**

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**State of California**  
**Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 28 2009

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



State of California  
Secretary of State

OBE MERG

FILED  
In the office of the Secretary of State  
of the State of California

DEC 24 2009

Certificate of Merger

(California Corporations Code sections  
1113(g), 6019.1, 8019.1, 9640, 12540.1, 15678.4, 15911.14, 16915(b) and 17552)

EFFECTIVE  
DATE  
DEC 31 2009

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY INTERVAL LICENSING LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER N/A	4. JURISDICTION WASHINGTON
5. NAME OF DISAPPEARING ENTITY VULCAN PATENTS LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER 200435010092	8. JURISDICTION CALIFORNIA
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
SURVIVING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED 1 member and 1 manager 100%		DISAPPEARING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED 1 member and 1 manager 100%	
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY N/A			
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE 505 Fifth Avenue South, Suite 900 Seattle, WA 98104-3821			
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.		15. FUTURE EFFECTIVE DATE, IF ANY 12 - 31 - 2009 (Month) (Day) (Year)	
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.			
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY <i>Martha Fuller</i> DATE 12-23-2009		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON Martha Fuller, Vice President of IRC Management Inc. its Manager	
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY <i>William McGrath</i> DATE 12-23-2009		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON William McGrath, Vice President of IRC Management Inc. its Manager	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:			

OBE MERGER-1 (REV 10/2009)

APPROVED BY SECRETARY OF STATE

CA15-11/12/2009 CT System Online

## AGREEMENT AND IRREVOCABLE APPOINTMENT OF AGENT

WHEREAS, Vulcan Patents LLC, a California limited liability company ("Vulcan Patents") and Interval Licensing LLC, a Washington limited liability company ("Interval Licensing"), pursuant to California Corporations Code §17550-17556, have executed an Agreement and Plan of Merger, dated as of even date herewith (the "Agreement"); and

WHEREAS, according to the terms of the Agreement, Vulcan Patents and Interval Licensing shall merge, with Interval Licensing as the surviving entity (the "Merger"); and

WHEREAS, according to California Corporations Code §17555(g)(1), (2) and (3), if the surviving entity pursuant to a merger is a foreign limited liability company, the surviving entity shall file with the California Secretary of State certain agreements and an appointment, which are set forth below;

THEREFORE, the undersigned, being a Washington limited liability company and the surviving entity as a result of the aforementioned Merger, to effectuate the Merger in accordance with California law, hereby agrees as follows:

1. Interval Licensing hereby agrees that it may be served in California in a proceeding for the enforcement of an obligation of any constituent entity of the Merger and in a proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent California limited liability company or other California business entity.

2. Interval Licensing hereby irrevocably appoints the Secretary of State of California as its agent for service of process. Process may be forwarded by the California Secretary of State to the following address:

Attention: William L. McGrath, General Counsel  
505 Fifth Avenue South, Suite 900  
Seattle, WA 98104

3. Interval Licensing hereby agrees that it will promptly pay the holder of any dissenting interest or dissenting share in a constituent California limited liability company or other California business entity the amount to which that person is entitled under California law.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Irrevocable Appointment of Agent, to be effective as of the date and year written below.

*(Signature on following page.)*

Date: 12/23/09

INTERVAL LICENSING LLC

By: IRC Management Inc., its Manager

By: Martha Fuller  
Name: Martha Fuller  
Title: Vice President

51042472.1

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**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER  
OF  
VULCAN PATENTS LLC, a California limited liability company  
WITH AND INTO  
INTERVAL LICENSING LLC, a Washington limited liability company**

*[Attached following this page]*

**AGREEMENT AND PLAN OF MERGER  
OF  
VULCAN PATENTS LLC, A CALIFORNIA LLC  
INTO  
INTERVAL LICENSING LLC, A WASHINGTON LLC**

THIS AGREEMENT AND PLAN OF MERGER is made by and between Vulcan Patents LLC, a California limited liability company ("VP LLC") and Interval Licensing LLC, a Washington limited liability company ("IL LLC").

**RECITALS**

WHEREAS, VP LLC and IL LLC are each owned by IRC Holdings LLC;

WHEREAS, VP LLC and IL LLC each deem it to be in their best interest to merge VP LLC with and into IL LLC, with IL LLC being the surviving limited liability company;

WHEREAS, in accordance with the California Corporations Code ("CCC") §17551, the sole member of VP LLC has approved this Agreement and Plan of Merger in substantially the form set forth herein; and

WHEREAS, in accordance with the Revised Code of Washington ("RCW") §25.15.400, the sole member of IL LLC has approved this Agreement and Plan of Merger in substantially the form set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VP LLC and IL LLC hereby agree as follows:

1. Merger. Pursuant to RCW §25.15.400 and CCC §17550 and upon the terms of this Agreement and Plan of Merger, on the Effective Date (as defined below), VP LLC shall be merged with and into IL LLC (the "Merger") and the separate existence of VP LLC shall thereupon cease. IL LLC shall be the surviving limited liability company in the Merger (sometimes referred to hereinafter as the "Surviving LLC").

2. Effective Date. The Merger shall become effective as of the date on which the Articles of Merger with respect to this Merger are filed with the Washington Secretary of State and the California Secretary of State (the "Effective Date").

3. Conversion of Interest. On the Effective Date, by virtue of the Merger and without any action on the part of the sole member of VP LLC or IL LLC, each Percentage Interest of VP LLC that is outstanding immediately prior to the Effective Date shall be converted into the right to receive the identical Percentage Interest of IL LLC.



4. Assets and Liabilities. On the Effective Date:

(a) IL LLC shall thereupon and thereafter possess all the rights, privileges, and immunities, and all property, real, personal and mixed, and all debts due on whatever account, and all and every other interest of or belonging to VP LLC, all of which shall be taken and deemed to be transferred to IL LLC without further act or deed; and

(b) IL LLC shall be responsible and liable for all the liabilities and obligations of VP LLC.

5. Name. The name of the Surviving LLC shall be:

INTERVAL LICENSING LLC

6. Managers. The Manager of IL LLC immediately prior to the Effective Date shall continue to serve as the Manager of the Surviving LLC on and after the Effective Date.

7. Operating Agreement. On and after the Effective Date, the Operating Agreement of IL LLC in effect immediately prior to the Effective Date shall continue to be the Operating Agreement of the Surviving LLC.

8. Effect of Merger. On the Effective Date, VP LLC shall be merged with and into IL LLC, which shall be the Surviving LLC and which shall continue to be a Washington limited liability company. All assets, rights, privileges, powers, franchises and property (real, personal and mixed, tangible and intangible, choses in action, rights and credits) of VP LLC shall be automatically vested in IL LLC as the Surviving LLC by virtue of the Merger without any deed or other document of transfer. The Surviving LLC, without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall continue to hold and enjoy all of the properties and interests, including appointments, powers, designations, nominations and all other rights and interests as agent or other fiduciary in the same manner and to the same extent as such rights, interests and powers were held or enjoyed by VP LLC and IL LLC, respectively. The Surviving LLC shall be responsible for all the liabilities of every kind and description of both VP LLC and IL LLC immediately prior to the Effective Date, including liabilities for all debts, obligations and contracts of VP LLC and IL LLC, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books or accounts or records of either VP LLC or IL LLC. All rights of creditors and other obligees and all liens on property of either VP LLC or IL LLC shall be preserved and shall not be released or impaired.

9. Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the 23 day of December, 2009.

**VULCAN PATENTS LLC**, a California limited liability company

By: IRC Management Inc., its Manager

By: William McGeath  
Name: William McGeath  
Title: Vice President

**INTERVAL LICENSING LLC**, a Washington limited liability company

By: IRC Management Inc., its Manager

By: Martha Fuller  
Name: Martha Fuller  
Title: Vice President

**ARTICLES OF MERGER  
OF  
VULCAN PATENTS LLC  
(a California limited liability company)  
INTO  
INTERVAL LICENSING LLC  
(a Washington limited liability company)**

Pursuant to the provisions of RCW 25.15.405 and California Corporations Code Section 17552, the undersigned limited liability companies execute and submit for filing the following Articles of Merger:

1. The names of the entities involved in the merger are Vulcan Patents LLC, a California limited liability company ("VP LLC"), and Interval Licensing LLC, a Washington limited liability company ("IL LLC").
2. Attached hereto as Exhibit A is the Agreement and Plan of Merger dated December 2009 ("Plan of Merger"), which sets forth the terms of the merger of VP LLC with and into IL LLC. IL LLC shall be the surviving limited liability company and the name of the surviving limited liability company shall be "Interval Licensing LLC."
3. The Agreement and Plan of Merger was approved by all of the members of VP LLC, pursuant to California Corporations Code Section 17551, and by all of the Members of IL LLC, pursuant to RCW 25.15.400.
4. The merger is permitted by the laws of California, under whose laws VP LLC is organized, and IL LLC has complied with such laws in effecting this merger.
5. Pursuant to the Agreement and Plan of Merger, the merger shall become effective as of the date on which the Articles of Merger and any other documents necessary to effect the Merger shall be filed with the Washington Secretary of State and the California Secretary of State.

*[Signature Pages Follow]*

Dated this 23 day of December, 2009.

VULCAN PATENTS LLC, a California limited liability company

By: IRC Management Inc., its Manager

By: William McGrath  
Name: William McGrath  
Title: Vice President

INTERVAL LICENSING LLC, a Washington limited liability company

By: IRC Management Inc., its Manager

By: Martha Fuller  
Name: Martha Fuller  
Title: Vice President