

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
Youghiogheny Communications-Texas, LLC		06/06/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Youghiogheny Communications-IP, LLC		
Street Address:	2819 NW Loop 410		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77392065	POCKET TRAVEL	
Serial Number:	77392070	VALUE POCKET	
CORRESPONDENCE DATA			
Fax Number:	(210)354-4034		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-225-5000		
Email:	ip@trpsalaw.com		
Correspondent Name:	Cline H. White		
Address Line 1:	755 East Mulberry Ave.		
Address Line 2:	Suite 200		
Address Line 4:	San Antonio, TEXAS 78212		
ATTORNEY DOCKET NUMBER:	73929.00003		
NAME OF SUBMITTER:	Cline H. White		
Signature:	/clinehwhite/		

OP \$65.00 77392065

Date:

06/18/2008

Total Attachments: 3

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ASSIGNMENT OF INTENT-TO-USE TRADEMARK APPLICATION

WHEREAS, Youghioghenny Communications-Texas, LLC, a Delaware limited liability company (“Assignor”), having its principal offices at 2819 NW Loop 410, San Antonio, TX 78230, has a bona fide intent to use and filed intent to use trademark applications listed on Exhibit A hereto now pending in the United States Patent and Trademark Office.

WHEREAS, Youghioghenny Communications-IP, LLC, a Delaware limited liability company (“Assignee”), with its principal offices located at 2819 NW Loop 410, San Antonio, TX 78230, is the successor to the business to which the marks pertain.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR’s favor.

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, I hereunto set our hands and seal this 6th day of June, 2008.

Paul Posner
Name: Paul Posner
Title: President

STATE OF TEXAS

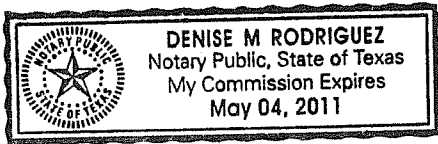
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Paul Posner, in his capacity as President of Youghioghenny Communications-Texas, LLC, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 10th day of June, 2008.

(Notary Seal)



Denise M. Rodriguez
Notary Public, State of Texas
Denise M. Rodriguez
Printed Name of Notary
Commission Expires 05/04/2011

-- OR --

STATE OF TEXAS

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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared _____, in his capacity as _____ of Youghioghenny Communications-Texas, LLC, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged that he executed the foregoing on behalf of said assignor and pursuant to authority duly received.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

(Notary Seal)

Notary Public, State of Texas

Printed Name of Notary
Commission Expires _____

EXHIBIT A

MARK	REG. NO./ SER. NO.	ISSUED/ FILED
POCKET TRAVEL	- 77/392,065	- 2/8/08
VALUE POCKET	- 77/392,070	- 2/8/08