

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
MAGELLAN'S TRAVEL, LLC		01/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CBNB/MAGELLAN LLC		
Street Address:	299 Milwaukee Street, Suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3453738	MAGELLAN'S	
Registration Number:	3453737	MAGELLAN'S	
Registration Number:	2763119	MAGELLAN'S	
Registration Number:	2058589	MAGELLAN'S	
Registration Number:	3338893	THE WORLD'S MOST TRUSTED SOURCE OF TRAVEL SUPPLIES	
CORRESPONDENCE DATA			
Fax Number:	(303)629-7610		
Phone:	303.825.0800		
Email:	ip@bw-legal.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:	K Kalan, Berenbaum Weinshienk PC		
Address Line 1:	370 17th Street, Suite 4800		
Address Line 4:	Denver, COLORADO 80202		

CH \$140.00 3453738

ATTORNEY DOCKET NUMBER:	15731.597
NAME OF SUBMITTER:	K Kalan
Signature:	/kkalan/
Date:	01/04/2012
Total Attachments: 4 source=Trademark Assignments - Sections 5.6 and 7.2(b) - Magellan#page1.tif source=Trademark Assignments - Sections 5.6 and 7.2(b) - Magellan#page2.tif source=Trademark Assignments - Sections 5.6 and 7.2(b) - Magellan#page3.tif source=Trademark Assignments - Sections 5.6 and 7.2(b) - Magellan#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is entered into as of January 1, 2012 (the "Effective Date") by and between MAGELLAN'S TRAVEL, LLC ("MAGELLAN'S"), a Delaware Limited Liability Company with a principal address of 110 West Sola Street Santa Barbara, CA 93101, and CBNB/MAGELLAN LLC ("CBNB/MAGELLAN"), a Delaware Limited Liability Company with a principal address of 299 Milwaukee Street, Suite 400, Denver, CO 80206 (collectively referred to herein as the "Parties", and each separately a "Party").

RECITALS

WHEREAS, the Parties have entered into an Asset Contribution Agreement dated November 29, 2011 (as the same may from time to time be amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), by and among MAGELLAN'S TRAVEL LLC, MAGELLAN'S INTERNATIONAL TRAVEL CORPORATION, COLORADO BAG 'N BAGGAGE, LLC and CBNB/MAGELLAN LLC, pursuant to which MAGELLAN'S has agreed to contribute certain assets to CBNB/MAGELLAN as of the Effective Date, upon the terms and subject to the conditions set forth in the Contribution Agreement.

WHEREAS, MAGELLAN'S is the owner of certain federally registered trademarks as shown in Table 1 of Schedule A and certain unregistered common law trademarks, including two unregistered common law trademarks in connection with the services claimed in now inactive registrations with the United States Patent and Trademark Office, shown in Table 2 of Schedule A (collectively, the "Trademarks") and to which CBNB/MAGELLAN wishes to acquire the entire rights, title and interests;

WHEREAS, the Parties have agreed to transfer the Trademarks to CBNB/MAGELLAN;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. MAGELLAN'S hereby irrevocably assigns, transfers, and conveys to CBNB/MAGELLAN all right, title and interest in the United States in and to the marks shown on Schedule A below, the registrations therefor, and the goodwill symbolized by and associated with the use of same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith.
2. Except as specified in the Contribution Agreement, MAGELLAN'S makes no warranties, express or implied, to any person or entity with respect to the Trademarks or any related materials provided hereunder, all of which are provided "as is," and disclaims all implied warranties, including without limitation warranties of validity, title and noninfringement.
3. This Agreement, the Contribution Agreement, the Bill of Contribution and the Assignment and Assumption Agreement dated as of the date hereof shall constitute the complete agreement of the Parties with respect to the subject matter contained herein and supersedes and replaces all prior negotiations, whether written or oral. This Agreement may not be modified or amended except by a writing signed by both Parties.
4. This Agreement shall be governed by the laws of the State of Delaware.
5. The Parties each expressly acknowledge that it is duly authorized to execute and perform this Agreement.
6. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

WHEREFORE, the Parties hereto have caused this Agreement to be executed.

MAGELLAN'S TRAVEL, LLC

Agreed & Accepted By Its Authorized Representative,

Signature: Mark Gallo

Printed Name: MARK GALLO

Date: 12/22/11

CBNB/MAGELLAN LLC

Agreed & Accepted By Its Authorized Representative,

Signature: _____

Printed Name & Title: _____

Date: _____

WHEREFORE, the Parties hereto have caused this Agreement to be executed.

MAGELLAN'S TRAVEL, LLC

Agreed & Accepted By Its Authorized Representative,

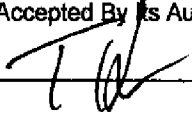
Signature: _____

Printed Name: _____

Date: _____

CBNB/MAGELLAN LLC

Agreed & Accepted By Its Authorized Representative,

Signature:  _____

Printed Name & Title: _____

Date: _____

Schedule A

Table 1:

MAGELLAN'S	78696002	3453738	Luggage, namely, rolling luggage, non-rolling luggage, rolling tote bags, and non-rolling tote bags, all sold through mail order catalogs, retail stores and websites specializing in travel-related products, in International Class 25	Magellan's Travel LLC
MAGELLAN'S	78695998	3453737	Clothing, namely, men's and women's jackets, sweaters, raincoats, ponchos, vests, underwear, pants, shorts, bathrobes, sleepwear, and swimwear; men's shirts and tops; and women's blouses and tops, skirts and dresses, all sold through mail order catalogs, retail stores and websites specializing in travel-related products, in International Class 25	Magellan's Travel LLC
MAGELLAN'S and Earth Design	75932255	2763119	Mail order catalog services featuring travel goods, and retail store services featuring travel goods, excluding navigation devices, in International Class 35	Magellan's Travel LLC
MAGELLAN'S	74624597	2058589	Mail order catalog services featuring travel goods, and retail store services featuring travel goods, in International Class 42	Magellan's Travel LLC
THE WORLD'S MOST TRUSTED SOURCE OF TRAVEL SUPPLIES	77122066	3338893	Mail order catalog services featuring travel goods, and retail store services featuring travel goods, in International Class 35	Magellan's Travel LLC

Table 2

AMERICA'S LEADING SOURCE OF TRAVEL SUPPLIES	75767352	2358907 (CANCELLED)	Mail order catalog services featuring travel goods, and retail store services featuring travel goods, in International Class 35	Magellan's Travel LLC
MAGELLAN'S WORLD	75123760	2147070 (CANCELLED)	Travel club services, namely, providing members with travel information, discounts on travel goods, free travel-related items and arrangement of tours, in International Class 39	Magellan's Travel LLC
Your Trusted Source of Travel Supplies	N/A	N/A	Mail order catalog services featuring travel goods, and retail store services featuring travel goods, in International Class 35	Magellan's Travel LLC

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