

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Coryn Group II, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UVC IP Holdco, LLC		
<b>Street Address:</b>	7 Campus Blvd		
<b>City:</b>	Newton Square		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19073		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4031236	U UNLIMITED VACATION CLUB	
<b>Registration Number:</b>	4157164	UNLIMITED VACATION CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	31500-940 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		

CH \$65.00 4031236

Signature:	/Renee M. Prescan/
Date:	01/02/2013
<b>Total Attachments: 9</b> source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page1.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page2.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page3.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page4.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page5.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page6.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page7.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page8.tif source=UVC Trademark Assignment_Final 12-27-2012 (Executed) pdf#page9.tif	

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 27th day of December ("Effective Date") by and between The Coryn Group II, LLC, a Delaware limited liability company, with its principal office at 7 Campus Blvd, Newtown Square, Pennsylvania 19073 ("Assignor"), and UVC IP Holdco, LLC, a Delaware limited liability company, with its principal office at 7 Campus Blvd, Newtown Square, Pennsylvania 19073 ("Assignee").

**WHEREAS**, in connection with that certain Purchase Agreement, by and among MF Holdco 1, LP, MF Holdco 2, LP, MF Holdco 3, LP, Mullen Family GP, LLC, Mullen Family, L.P., Mullen Real Estate Holdings, LLC, and ALG, B.V., a *besloten vennootschap* organized under the laws of the Netherlands registered with the trade register of the Dutch Chamber of Commerce under number 56660847 ("ALG, B.V."), dated December 21, 2012 (the "Purchase Agreement"), ALG, B.V. acquired the equity interests of the UVC Entities (as that term is defined in the Purchase Agreement); **WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, and the unregistered trademarks, service marks, and trade names set forth on Schedule E attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the domain names set forth on Schedule F attached hereto (the "Domain Names").

**NOW, THEREFORE**, in consideration of the sum of One (1) Dollar, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows.

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's entire right, title and interest in and to the Marks and Domain Names, including, without limitation, any registrations and applications therefor, any renewals and extensions thereof, all common law rights associated therewith, and all other corresponding rights that are or may be secured under the laws of any country or multi-national organization, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection therewith, rights to sue or bring other claims for past, present or future infringement, misappropriation or dilution of, or other conflict with, the Marks and Domain Names, and rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith.

2. Assignor hereby requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.
3. Assignor hereby requests that the domain name registries for the applicable generic Top-Level Domain and country-code Top Level Domain extensions record Assignee as the assignee and owner of the Domain Names.
4. Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the state of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law).
6. This Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THE CORYN GROUP II, LLC

UVC IP HOLDCO, LLC

[Signature]  
Name: Jeff Mullen

[Signature]  
Name: Jeff Mullen

Title: \_\_\_\_\_

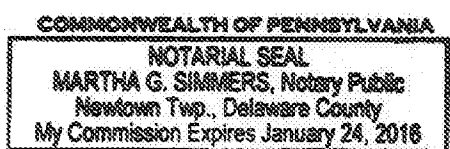
Title: \_\_\_\_\_

STATE OF Pennsylvania  
) SS.  
COUNTY OF Delaware

On this 27 day of Dec 2012, there appeared before me Jeffrey Hotten, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

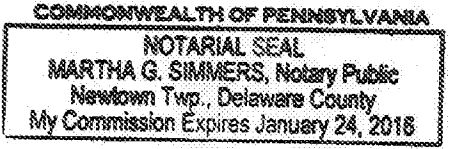
[Signature]  
Notary Public

STATE OF Pennsylvania  
) SS.  
COUNTY OF Delaware




On this 27 day of Dec 2012, there appeared before me Jeffrey Hotten, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

[Signature]  
Notary Public



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**






<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
U UNLIMITED VACATION CLUB (Stylized)  UNLIMITED VACATION CLUB	U.S.	85/221173 1/19/2011	4031236 9/27/2011	The Coryn Group II, LLC
UNLIMITED VACATION CLUB	U.S.	85/432859 9/27/2011	4157164 6/12/2012	The Coryn Group II, LLC

**SCHEDULE B**  
**U.S. TRADEMARK APPLICATIONS**

None.

**SCHEDULE C**



**FOREIGN TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
UNLIMITED VACATION CLUB	Aruba	IM11102617	IM11102617	The Coryn Group II, LLC
U UNLIMITED VACATION CLUB and Design 	Community Trademark	10353969 10/19/2011	10353969 3/21/2012	The Coryn Group II, LLC
DISCOVER VACATION CLUB	Community Trademark	10509925 12/20/2011	10509925 02/05/2012	The Coryn Group II, LLC
UNLIMITED VACATION CLUB	Curaçao		15892	The Coryn Group II, LLC
U UNLIMITED VACATION CLUB AND DESIGN 	Curaçao		15893	The Coryn Group II, LLC
UNLIMITED VACATION CLUB	Jamaica	59089 10/14/2011	59089 10/14/2011	The Coryn Group II, LLC
U UNLIMITED VACATION CLUB and Design 	Jamaica	58362 6/24/2011	58362 6/24/2011	The Coryn Group II, LLC
U UNLIMITED VACATION CLUB (Stylized) 	Mexico	1200089 8/3/2011	1256747 12/7/2011	The Coryn Group II, LLC
U UNLIMITED VACATION CLUB (Stylized) 	Mexico	1128935 10/21/2010	1282748 4/30/2012	The Coryn Group II, LLC



**SCHEDULE D**

**FOREIGN TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
UNLIMITED VACATION CLUB	Bahamas	35292 11/23/2011		The Coryn Group II, LLC
UNLIMITED VACATION CLUB	Canada	1548693 10/21/2011		The Coryn Group II, LLC
U - LOGO 	Costa Rica	2012- 0009063		The Coryn Group II, LLC
UNLIMITED VACATION CLUB and Design 	Dominican Republic	12/16519		The Coryn Group II, LLC
UNLIMITED VACATION CLUB	Mexico	1287495		The Coryn Group II, LLC

SCHEDULE E

UNREGISTERED TRADEMARKS, SERVICE MARKS  
AND TRADE NAMES

UVC

UNLIMITED VACATION CLUB

U UNLIMITED VACATION CLUB Plus Design



U Design



DISCOVER VACATION CLUB

**SCHEDULE F**  
**DOMAIN NAMES**

<b>Domain Name</b>	<b>Account No.</b>	<b>Expiration Date</b>
unlimitedvacationclub.com	31065203	8/27/2020
unlimitedvacationclub.com.mx	27718971	8/27/2020
unlimitedvacationclub.net	31065203	8/27/2020
unlimitedvc.com	31065203	9/29/2020
unltdvacationclub.com	31065203	10/6/2020
unltdvacationclub.com.mx	27718971	10/6/2013
unltdvacationclub.net	31065203	10/6/2020

DB1/ 72535886.2  
K&E 24487491.6