

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>
Club Real Resort S.A. de C.V. Corporation Mexico		01/28/2014	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WK Travel Inc.		
<b>Street Address:</b>	1050 East Flamingo Rd.		
<b>Internal Address:</b>	Ste S-302		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89119		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3956057	PLUS ONE TRAVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128686983		
	<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>	212 868 6980		
<b>Email:</b>	mgiugliano@mklawnyc.com		
<b>Correspondent Name:</b>	Margaret Giugliano, McBreen & Kopko		
<b>Address Line 1:</b>	462 Seventh Ave.		
<b>Address Line 2:</b>	17th Fl.		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	WK TRAVEL INC		
<b>NAME OF SUBMITTER:</b>	Margaret Giugliano, Attorney		

OP \$40.00 3956057

Signature:	/Margaret Giugliano/
Date:	02/03/2014
Total Attachments: 5 source=plusonetravel_assignment_TM_01282014#page1.tif source=plusonetravel_assignment_TM_01282014#page2.tif source=plusonetravel_assignment_TM_01282014#page3.tif source=plusonetravel_assignment_TM_01282014#page4.tif source=plusonetravel_assignment_TM_01282014#page5.tif	

**ASSIGNMENT OF TRADEMARK AND  
SETTLEMENT AGREEMENT**

This Assignment of Trademark and Settlement Agreement ("Assignment") is made between CLUB REAL RESORT S.A. DE C.V. CORPORATION MEXICO having its offices at Edif B, Local B 17, Sm 10 Av. Bonampak, Mza 2, Lote 7 Cancun MEXICO 77500 (the "Assignor") and WK Travel Inc., a Nevada corporation having its offices at 1050 East Flamingo Road, Ste. S-302, Las Vegas, NV 89119 (the "Assignee") as of the date last signed below.

**RECITAL**

In consideration of certain compensation to be made by Assignee to Assignor, and in order to resolve any and all disputes, and release the parties from actions that are the subject of such disputes, involving the trademarks that are the subject of this Agreement, the Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's United States Trademark Registration Number 3956057 and Canadian Intellectual Property Office Registration No. TMA826540 for "PLUS ONE TRAVEL" (the "Trademarks") and any good will or other intangible property associated with such Trademarks.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. In consideration of the Purchase Price (defined below) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby irrevocably, exclusively and unconditionally transfers and assigns any and all rights, title, and interest in the Trademarks, consistent with paragraph 4 below, effective as of the date last signed below.
2. The Assignor and the Assignee agree to: (a) furnish upon request to each other such information, (b) execute and deliver to each other such other documents, including instruments of transfer and recordation, and (c) do such other acts and things as each party may reasonably request to carry out the purposes of this Assignment without additional compensation due to either party. This Assignment shall be for the benefit of the Assignor and the Assignee, their respective individual partners and members, and successors and assigns.
3. The Assignor represents and warrants that (a) the Assignor has the right and power to enter into and fully perform this Assignment and that the same shall not contravene, conflict with, or result in a violation of the Assignor's organizational documents, any resolutions adopted by the Assignor's Board of Directors and any contracts between the Assignor and a third party, (b) the Assignor has not received any previous notice that the Trademarks violate any law or infringe or violate the rights of any person or entity, (c) the Assignee shall not be required to make any payments of any nature for or in connection with the assignment or transfer of the rights granted herein, except for payments specified in paragraph 5 hereof, and (d) after the date of this Assignment, the Assignor shall stop any and all use of the Trademarks being transferred other than those uses set forth in paragraph 4 and shall not challenge the Assignee's use or right to use such Trademarks anywhere in the world. The Assignee represents and warrants that (a) the Assignee has the right and power to enter into and fully perform this Assignment and that the same shall not contravene, conflict with, or result in a violation of the Assignee's organizational documents, any resolutions adopted by the Assignee's Board of Directors and any contractors between the Assignee and a third party, (b) after the date of this Assignment, the Assignee shall dismiss with prejudice TTAB Cancellation Proceeding Number 92057871, and (c) after the date of this Assignment, the Assignee shall not challenge the Assignor's use or right to use such Trademarks in Mexico consistent with paragraph 4.

4. With regard to the use of the "PLUS ONE TRAVEL" mark in Mexico, including both common law and any trademark registrations with IMPI or otherwise, Central America and South America, the parties agree that, subject to paragraph 3 above: (1) the Assignor may continue to use PLUS ONE TRAVEL, and anything confusingly similar thereto (e.g. PLUSONE and PLUSONE TRAVEL), but may not use ONETRAVEL in and of itself, in connection with its travel services in Mexico, Central America and South America, provided however, maintenance of registration and use of the <plusonetravel.net> and related domain names listed on Attachment 1 hereof shall be limited to Assignor's resort, hotel accommodations, and real estate services including the sale and advertisement of time share accommodations (but excluding the sale or advertisement of air transportation services; and (2) Assignee may continue to use ONETRAVEL, but may not use PLUSONE in and of itself, in connection with its travel services in Mexico, Central America and South America. Due to the differences in the marks utilized and different marketing and advertisements methods used by both Assignee and Assignor, both parties agree to the continued concurrent use of these two marks in Mexico, Central America and South America and further acknowledge that such concurrent use does not create a likelihood of confusion with respect to the travel services offered by Assignor and Assignee in Mexico, Central America and South America.

5. Within five (5) days following the receipt by Assignee of an executed copy of this Agreement, Assignee shall pay Assignor the sum of Ten Thousand Dollars (\$10,000.00 USD) United States Dollars ("Purchase Price") as full and complete compensation for the transfer of all rights in the Trademarks and the associated goodwill. All payments shall be made by certified check payable to the attorney trust account of Traverse Legal, PLC as follows:

Northwestern Bank  
Traverse City, MI 49684  
Traverse Legal, PLC  
Account No: 610210350  
Routing No: 272471661  
Amount: \$10000.00 (USD)

6. Each party represents and warrants to the other that the signatories appearing below represent the individual parties and are duly authorized to execute this Assignment on behalf of each party hereto.

7. Indemnification by and of the parties is as follows:

(a) Assignor hereby indemnifies Assignee and agrees to defend and hold it harmless from and against any and all liability, loss, cost or damage (including reasonable attorney's fees incurred in defending or prosecuting any claim for any such liability, loss, cost or damage) arising out of or resulting from: (i) any breach by Assignor of any covenant, warranty, representation or agreement made by Assignor in this Assignment, or in any certificate or other instrument delivered to Assignee in connection with this Assignment, and (ii) any and all liabilities and obligations of every nature and description relating to Assignor's possession, use or ownership of the Trademarks on or prior to the date of this Assignment

(b) Assignee hereby indemnifies Assignor and agrees to defend and hold it harmless from and against any and all liability, loss, cost or damage (including reasonable attorney's fees incurred in defending or prosecuting any claim for any such liability, loss, cost or damage) arising out of or resulting from: (i) any breach by Assignee of any covenant, warranty, representation or agreement made by Assignee in this Assignment, or in any certificate or other instrument delivered to Assignor in connection with this Assignment, and (ii) any and all liabilities and obligations of every nature and description relating to Assignee's possession, use or ownership of the Trademarks after the date of this Assignment.

8. Both Assignor and Assignee hereby release, acquit, satisfy and forever discharge each other and his, her or its officers, agents, shareholders, subsidiaries, affiliates, insurers, assigns and other representatives of any and all charges, claims, actions, rights, demands, debts, obligations, damages or accountings of whatever nature, in law or

in equity, based upon any actual, potential or attempted use or infringement of any of the other's trademarks, limited to those trademarks of either party identified in this Agreement, occurring, if at all, on or that occurred prior to receipt in full of the payment set forth in paragraph 5 above.

9. This Assignment is the entire agreement of the parties hereto with respect to its subject matter and supersedes any and all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

10. All notices, requests, demands or other communications that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be deemed to have been duly given: (i) on the date of delivery, if personally delivered by hand, (ii) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) upon the date of delivery, if notice is sent by a nationally recognized overnight express courier or (iv) by fax upon written confirmation (including the automatic confirmation that is received from the recipient's fax machine) of receipt by the recipient of such notice:

If to Assignor, to:

Club Real Resorts S.A. DE C.V.  
Av. Bonampak, Mza 2, Lote 7, Edif B  
Local B 17, Sm 10  
Cancun, Quintana Roo  
C.P. 77500  
MEXICO

With a copy to:

Traverse Legal, PLC  
Attn: Brian A. Hall  
810 Cottageview Drive, Suite G-20  
Traverse City, MI 49684

---

If to Assignee, to:

WK Travel, Inc.  
1050 E Flamingo Road  
Ste. S-302  
Las Vegas, NV 89119  
ATTN: General Counsel

11. Any provision of this Assignment may be amended, and only if, such amendment is in writing and signed by the parties. Any provision of this Assignment may be waived by the parties if the waiver is in writing and signed by the party to be bound.

12. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

13. All of the terms and provisions of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, personal representatives, legal representatives heirs, successors and permitted assigns whether so expressed or not.

14. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any party so confirming. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

15. The parties acknowledge that this is a negotiated agreement, and that in no event shall the Terms of this Assignment be construed against either party on the basis that such party, or its counsel, drafted this Assignment.

16. This Assignment shall be construed in accordance with and governed by the law of the State of New York without regard to the conflicts of law rules of such state.

17. The parties hereto submit to the non-exclusive personal jurisdiction of the State and Federal courts sitting in New York, New York for purposes of any action or proceeding in, relation to this Assignment (or the transactions herein contemplated), and hereby waive any objection to venue laid therein. Service of process in any such proceeding or action may be made by registered mail, return receipt requested, or by a recognized overnight delivery service (receipt requested), to the appropriate addresses for notice as specified in paragraph 10. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

18. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS, EACH OF THE PARTIES (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT SUCH OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE WARNERS AND CERTIFICATIONS CONTAINED HEREIN.

19. If any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Assignment nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. If any provision of this Assignment may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

IN WITNESS WHEREOF, the parties, through their respective individual partners and members, have caused this Assignment to be duly executed as of the day and year first written above.

CLUB REAL RESORT S.A DE C.V.

By its Attorney- in-Fact

B. A. Hall

WK TRAVEL, INC.

By:

[Signature]

[Signature]

BR

Name: Brian A. Hall, Travacse Legal PLLC Name: WERNER KUNT  
Date: 1/28/14 Date: 1/28/2014

Attachment 1

List of Assignor's PlusOneTravel Domain Names:

plusonetravel.net

plusl.com.mx

plusl.mx

plusone.com.mx

plusone.mx

plusone.travel

plusoneexperience.com

plusonepromo.com

plusonetravel.com.mx

plusonetravel.mx

5 of 5