

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I-to-I International Projects Limited		07/02/2015	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	LOVETEFL LTD		
Street Address:	Suite 1, Chantry House, Victoria Road		
City:	Leeds, West Yorkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	LS5 3JB		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2916672	I-TO-I	
Registration Number:	3486359	I-TO-I	
Registration Number:	3486358	I-TO-I	
Registration Number:	2823009	I-TO-I	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128135900		
Email:	assignments@fzlj.com		
Correspondent Name:	LAWRENCE E. APOLZON		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	ITOI 1505926		
NAME OF SUBMITTER:	Lawrence E. Apolzon		
SIGNATURE:	/anca nicolescu/		
DATE SIGNED:	08/14/2015		
Total Attachments: 8			

CH \$115.00 2916672

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CERTIFIED A TRUE COPY OF THE ORIGINAL

THIS ^{3rd} DAY OF July 2015

[Signature]
MICHELMORES LLP *AW*
WOODWATER HOUSE, PYNES HILL, EXETER EX2 5WR

CRS

CharlesRussell
Speechlys

DATED

2 July

2015

- (1) I TO I INTERNATIONAL PROJECTS LIMITED
- (2) LOVETEFL LTD

DEED OF ASSIGNMENT

[Handwritten mark]

THIS ASSIGNMENT is made on

2015

BETWEEN:

- (1) **I TO I INTERNATIONAL PROJECTS LIMITED** (registered no. 03208876) whose registered office is at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL (the "**Assignor**"); and
- (2) **LOVETEFL LTD** (registered no. 07935847) whose registered office is at Suite 1, Chantry House, Victoria Road, Leeds, West Yorkshire LS5 3JB (the "**Assignee**").

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Assignment the following words and expressions shall have the following meanings:

Business	the business of providing online and classroom based TEFL courses and overseas TEFL internship placements carried on immediately prior to Completion by I-to-I UK Limited under the Names;
Completion	completion of the sale and purchase under the Main Agreement;
Intellectual Property	all rights in inventions (whether patentable or not), patents, designs (both registered and unregistered), copyright and related rights, database rights, rights in domain names, trade and service marks (both registered and unregistered), together with all applications for, rights to the grant of and extensions of the same, rights in get-up and trade dress, associated goodwill and the right to sue for passing off or unfair competition, all rights in (including rights to prevent use and disclosure of) confidential information (including know-how and trade secrets) and all other intellectual and industrial property, including all similar or analogous rights throughout the world, in each case for the full term of the relevant right;
Main Agreement	the Agreement relating to the sale and purchase of the i-to-i TEFL business between I-to-I UK Limited, LOVETEFL Ltd, and Real Travel Limited, [of even date to this Assignment];
Names	"i-to-i", "i-to-i TEFL" and "onlinetefl";

Trade Marks

the trade marks listed in the Schedule to this Assignment.

- 1.2 Any phrase in this Agreement introduced by the term "include", "including", "in particular" or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2 ASSIGNMENT

- 2.1 In consideration of the payment of the sum of £1.00 now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee with full title guarantee all legal and beneficial interest, however arising, in:

- 2.1.1 the Trade Marks and the benefit of the use and all common law rights and goodwill accrued in relation to the Trade Marks;
- 2.1.2 as between the Assignor and the Assignee, the right to apply for, and to obtain, trade mark protection throughout the world in respect of the Trade Marks and the right to claim priority in respect of them;
- 2.1.3 all copyright and design right protecting the Trade Marks;
- 2.1.4 all other Intellectual Property that is owned by the Assignor and relates exclusively to the Business; and
- 2.1.5 all rights of action that may have accrued in respect of any and all of the rights assigned including without limitation all rights and remedies in respect of any infringement occurring prior to the date of this Assignment.

- 2.2 To the extent that this Assignment is not effective to assign any of the rights listed above because a law in another territory does not permit assignment, the Assignor shall hold all rights that are not so assigned on trust for the Assignee and the Assignor shall at the Assignee's request and cost execute such documents and do such things as are necessary to effect that assignment if possible, and if no assignment is possible the Assignor shall put in place such legal arrangement as most closely resembles an assignment in the relevant territory.

3 RECORDS

The Assignor assigns and undertakes to deliver to the Assignee within 28 days of the date of this Assignment all material records and embodiments (in all forms and media) of all the rights assigned under this Assignment which records are in the possession, custody or control of the Assignor.

4 WARRANTIES AND UNDERTAKINGS

- 4.1 With effect from the date of this Assignment, the Assignor shall not:

- 4.1.1 adopt or use any trade mark, symbol or device which incorporates any Trade Mark;
- 4.1.2 use any Trade Mark as part of any corporate business or trading name or style of the Assignor;
- 4.1.3 apply anywhere in the world to register any trade mark which is identical or incorporates any Trade Mark, in all cases whether or not applied for in respect of the goods and/or services for which the Trade Marks are registered or applied for or (in the case of an unregistered Trade Mark) used;
- 4.1.4 obtain entitlement to use, use or otherwise benefit from any domain name which is identical or incorporates any Trade Mark;
- 4.1.5 oppose, object to or otherwise challenge, or (if or once registered) apply to revoke or invalidate, any Trade Mark or the scope of any Trade Mark;
- 4.1.6 procure, authorise or assist any third party to do any act which in its own case would be a breach of any of the obligations set out in Clauses 4.1.1 to 4.1.5 inclusive.

5 FURTHER ASSURANCE

- 5.1 The Assignor shall at the request and cost of the Assignee execute such documents and do all such acts and things as may be reasonably necessary for perfecting the assignment in Clause 2.
- 5.2 The Assignor irrevocably appoints the Assignee as its attorney in its name to execute all documents and do all such acts and things as may be necessary to give effect to and to perfect the terms of this Assignment. For so long as the Assignor's obligations under this Assignment remain undischarged, this power of attorney may not be revoked by the Assignor without the consent of the Assignee. A certificate in writing signed by or on behalf of the Assignee that any document falls within the authority conferred by this Clause 5.2 shall be conclusive evidence that that is the case.

6 WAIVER

Except as otherwise stated in this Assignment, the rights and remedies of each party under this Assignment are in addition to any other rights or remedies under this Assignment or the general law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right or a partial exercise of any right under this Assignment is not a waiver of that or any other right under this Assignment. Waiver of a breach of any term of this Assignment shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

7 ENTIRE AGREEMENT

- 7.1 This Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Assignment, and supersedes and

extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

7.2 Each party acknowledges to the other that it has not been induced to enter into this Assignment by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Assignment. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Assignment shall be for breach of contract under the terms of this Assignment. Nothing in this Assignment shall exclude liability for fraud or fraudulent misrepresentation.

8 RIGHTS OF THIRD PARTIES

A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Assignment.

9 NOTICES

All notices between the parties with respect to this Agreement shall be in writing and signed by or on behalf of the party giving it (which shall include any email which states that it is served as a notice). Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) 48 hours after sending if sent by first class post or recorded delivery; (iii) five business days after posting, exclusive of the day of posting, if sent by air mail; or (iv) on sending if sent by fax or email (provided that a copy is also sent by post or air mail), provided that in each case the notice is sent to the address of the addressee in this Agreement or such other address as the addressee may from time to time have notified for the purpose of this clause.

10 GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the jurisdiction of the English courts.

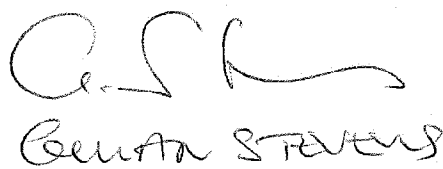
IN WITNESS WHEREOF this document has been executed as a deed the day and year first above written

**SCHEDULE
TRADE MARKS**

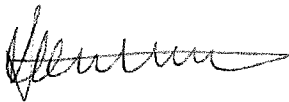
Mark	Number	Status	Territory	Filing/Priority Date	Goods and Services
I-TO-I [WORD WITH DEVICE]	TMA606632	Registered	Canada	07/08/2002	35, 41
I-TO-I [WORD WITH DEVICE]	2916672	Registered	USA	15/02/2002	41
I-TO-I [WORD WITH DEVICE]	3486359	Registered	USA	24/02/2006	39, 43
I-TO-I [WORD WITH DEVICE]	002483659	Registered	CTM	29/11/2001	16, 35, 41
I-TO-I [WORDS]	3486358	Registered	USA	24/02/2006	39, 43
I-TO-I [WORDS]	2064-07	Registered	Ecuador	19/01/2006	39
I-TO-I [WORDS]	741676	Registered	New Zealand	19/01/2006	35, 39, 41
I-TO-I [WORDS]	1095324	Registered	Australia	19/01/2006	35, 39, 41
I-TO-I [WORDS]	004850269	Registered	CTM	20/01/2006	36, 39, 43
I-TO-I [WORDS]	2006/01829	Registered	South Africa	27/01/2006	39
I-TO-I [WORDS]	58600	Registered	Kenya	27/01/2006	35, 39, 41
I-TO-I [WORDS]	130027	Pending application	Sri Lanka	26/01/2006	35
I-TO-I [WORDS]	TMA702029	Registered	Canada	16/02/2006	39
I-TO-I [WORDS]	2063-07	Registered	Ecuador	19/01/2006	35
I-TO-I [WORDS]	1415141	Registered	India	19/01/2006	35, 39, 41
I-TO-I [WORDS]	12230	Registered	Honduras	19/03/2007	35
I-TO-I [WORDS]	130028	Pending application	Sri Lanka	26/01/2006	39
I-TO-I [WORDS]	TMA629781	Registered	Canada	07/08/2002	35, 41
I-TO-I [WORDS]	2439-07	Registered	Ecuador	19/01/2006	41

I-TO-I [WORDS]	2006/01828	Registered	South Africa	27/06/2006	35
I-TO-I [WORDS]	2823009	Registered	USA	15/02/2002	41
I-TO-I [WORDS]	002548626	Registered	CTM	24/01/2002	09, 16, 35, 41
I-TO-I [WORDS]	130026	Awaiting certificate	Sri Lanka	26/01/2006	41
I-TO-I [WORDS]	2932-06	Registered	Honduras	12/03/2007	39
I-TO-I [WORDS]	2006/01830	Registered	South Africa	27/01/2006	41

SIGNED and DELIVERED as a DEED)
by I TO I INTERNATIONAL PROJECTS)
LIMITED acting by an attorney in the)
presence of:


Benjamin Stevens

Witness signature:



Witness name:

SAM MCCLOSKEY

Witness address:

TUI TRAVEL HOUSE
CRAWLEY
EHO1 9QL

Witness occupation:

MFA MANAGER

SIGNED and DELIVERED as a DEED)
by LOVETEFL LTD)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation: