

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holiday Group, Inc.		05/20/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TP-Holiday Group Limited		
Street Address:	4875 Boul. Des Grandes Prairie		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H1R 1X4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0995129	STRADELLINA	
Registration Number:	2951244	NEXTECH	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	06/09/2016		
Total Attachments: 9			
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TRANSFERRED IP ASSIGNMENT AGREEMENT

This Transferred IP Assignment Agreement (this “**Instrument**”), dated and effective as of May 20, 2016, is by Holiday Group Inc., a Canadian corporation (“**Seller**”) in favor of TP-Holiday Group Limited, a Canadian corporation (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated of April 27, 2016 (the “**Asset Purchase Agreement**”) by and between Buyer, Seller and the other parties thereto.

WHEREAS, pursuant to the Asset Purchase Agreement and as a condition to Closing thereunder, Seller wishes to assign to Buyer, and Buyer wishes to acquire from Seller, the entire right, title and interest in and to the registrations and applications for registration of Intellectual Property Rights that are part of the Canadian Transferred Assets, including without limitation those registrations and applications identified on Schedule 1, and all goodwill associated with the foregoing (the “**Intellectual Property Registrations**”); and

WHEREAS, this Instrument is being executed and delivered by Seller in order to effectuate such sale, conveyance, transfer, assignment and delivery of the Intellectual Property Registrations from Seller to Buyer.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby covenants and agrees as follows:

1. **Assignment**. Effective as of the Closing, Seller hereby irrevocably sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts from Seller, the entire right, title, and interest in and to the Intellectual Property Registrations including, but not limited to:

(a) all rights of any kind whatsoever of Seller accruing under the Intellectual Property Registrations provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including all goodwill associated therewith;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Intellectual Property Registrations; and

(c) any and all claims and causes of action with respect to the Intellectual Property Registrations and any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Further Assurances**. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, promptly after the reasonable request of the other party hereto, such further instruments of sale, conveyance, transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the sale, conveyance, assignment, transfer and delivery contemplated by this Instrument.

3. **Conflicts**. In the event of a conflict between the terms and conditions of this Instrument and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary

in this Instrument, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

4. Counterparts. This Instrument may be executed simultaneously in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. This Instrument, to the extent actually signed and delivered by means of a facsimile machine or by email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party. No party hereto shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation of a contract and each party forever waives any such defense, except to the extent such defense related to lack of authenticity.

5. Governing Law. This Instrument, and any disputes arising hereunder or controversies related hereto, shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without regard to the choice of law principles of any jurisdiction.

6. Severability. Whenever possible, each provision of this Instrument shall be interpreted in such manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Remainder of page intentionally left blank - signature page follows.]

IN WITNESS WHEREOF, Buyer and Seller have caused this Transferred IP Assignment Agreement to be executed duly executed and delivered as of the date first set forth above.

Signed before me

HOLIDAY GROUP INC.

this 18 day of May, 2016.

By: [Signature]

[Signature]

Name: ROBIN C. BANKIN

Title: CEO

Signed before me

TP-HOLIDAY GROUP LIMITED

this _____ day of _____, 2016.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Buyer and Seller have caused this Transferred IP Assignment Agreement to be executed duly executed and delivered as of the date first set forth above.

Signed before me

HOLIDAY GROUP INC.

this 20th day of May, 2016.

By: 

Name: Ian D. Collier

Director

Title: _____

Signed before me

TP-HOLIDAY GROUP LIMITED

this _____ day of _____, 2016.

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO TRANSFERRED IP ASSIGNMENT AGREEMENT (CANADA)

IN WITNESS WHEREOF, Buyer and Seller have caused this Transferred IP Assignment Agreement to be executed duly executed and delivered as of the date first set forth above.

Signed before me

HOLIDAY GROUP INC.

this _____ day of _____, 2016.

By: _____


Name: _____

Title: _____

Signed before me

TP-HOLIDAY GROUP LIMITED

this 20th day of May, 2016.

By:  _____

Name: Blake Lipham

Title: President and Secretary


SCHEDULE 1

INTELLECTUAL PROPERTY REGISTRATIONS

(see attached)

Trademarks and Trademark Applications

Mark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner Of Record
JETLINER	Mexico	711798	909499	Holiday Group Inc.
STRADELLINA	US Federal	72443771	0995129	Holiday Group Inc./Groupe Holiday Inc.
AIRWAY	Canada	1458852	TMA838702	Holiday Group Inc./Groupe Holiday Inc.
CANADIAN TRAVELLER	Canada	727924	TMA503380	Holiday Group Inc./Groupe Holiday Inc.
CANADIANA	Canada	242526	TMA117184	Holiday Group Inc./Groupe Holiday Inc.
CONNAISSEUR	Canada	619727	TMA405718	Holiday Group Inc./Groupe Holiday Inc.
ELEGANCE	Canada	312510	TMA161903	Holiday Group Inc./Groupe Holiday Inc.
EMBASSY	Canada	312507	TMA161900	Holiday Group Inc./Groupe Holiday Inc.
GHEPARD	Canada	1080757	TMA588660	Holiday Group Inc./Groupe Holiday Inc.
GIRLIE GIRL	Canada	1121187	TMA625976	Holiday Group Inc./Groupe Holiday Inc.
GLOBAL EXPRESS	Canada	1225819	TMA650060	Holiday Group Inc./Groupe Holiday Inc.
GLOBAL TRAVELLER	Canada	1069670	TMA576805	Holiday Group Inc./Groupe Holiday Inc.
GLOBE SPORT	Canada	1225817	TMA657757	Holiday Group Inc./Groupe Holiday Inc.
GLOBETROTTER	Canada	362613	TMA195496	Holiday Group Inc./Groupe Holiday Inc.
GRAPHITE	Canada	635754	TMA378414	Holiday Group Inc./Groupe Holiday Inc.
HOLIDAY	Canada	203067	UCA32527	Holiday Group Inc./Groupe Holiday Inc.

Mark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner Of Record
HONEYCOMB MEMORY FRAME CADRE DE RAPPEL HONEYCOMB	Canada	569528	TMA354473	Holiday Group Inc./Groupe Holiday Inc.
IMPACT	Canada	520268	TMA304263	Holiday Group Inc./Groupe Holiday Inc.
IMPULS	Canada	667877	TMA414711	Holiday Group Inc./Groupe Holiday Inc.
JETLINER	Canada	264664	TMA125512	Holiday Group Inc./Groupe Holiday Inc.
MICROLITE	Canada	1010680	TMA564633	Holiday Group Inc./Groupe Holiday Inc.
NEXTECH	Canada	1070055	TMA578812	Holiday Group Inc./Groupe Holiday Inc.
POLYTEX	Canada	619753	TMA378292	Holiday Group Inc./Groupe Holiday Inc.
REFLECTEK & DESIGN 	Canada	893767	TMA553137	Holiday Group Inc./ Groupe Holiday Inc.
RIVIERA	Canada	619754	TMA383418	Holiday Group Inc./Groupe Holiday Inc.
STRADELLINA	Canada	344528	TMA192700	Holiday Group Inc./Groupe Holiday Inc.
TRAVELITE	Canada	447646	TMA269950	Holiday Group Inc./Groupe Holiday Inc.
TRAVELLE	Canada	1320398	TMA738103	Holiday Group Inc./Groupe Holiday Inc.
WHY NOT	Canada	1028316	TMA577349	Holiday Group Inc./Groupe Holiday Inc.
WIND POWER	Canada	1069723	TMA570165	Holiday Group Inc./Groupe Holiday Inc.
NEXTECH	US Federal	78064362	2951244	Holiday Group Inc./Groupe Holiday Inc.

United States Registered Copyrights

Title	Registration Number	Registration Date	Record Owner
Shiny paper (silver and blue)	SR000199094	5/13/1994	Holiday Group, Inc.

Title	Registration Number	Registration Date	Record Owner
Catalog Christmas.	SR000199093	5/13/1994	Holiday Group, Inc.
Happy New Year blues.	SR000199095	5/13/1994	Holiday Group, Inc.
I'm spending Christmas with you.	SRu000235918	6/23/1992	Holiday Group, Inc.
Christmas lights.	VA000478158	10/15/1991	Holiday Group, Inc.
Christmas lights/ S. Conway, P. Roberts	SR000135220	10/11/1991	Holiday Group, Inc.