

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407660

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
WORLDPASS TRAVEL GROUP, LLC		04/01/2013	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lakeland Tours, LLC		
<b>Street Address:</b>	218 West Water Street, Suite 400		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3179823	ADVENTURES AMERICA	
<b>Registration Number:</b>	3185966	GET TRAVEL	
<b>Registration Number:</b>	1667871	GRAD NIGHT TOURS	
<b>Registration Number:</b>	2174712	USA STUDENT TRAVEL	
<b>Registration Number:</b>	3206890	WORLDPASS TRAVEL GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>			
<b>Phone:</b>	6176468000		
<b>Email:</b>	sdouglas@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	L0589.20065US00		
<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf		
<b>SIGNATURE:</b>	/drw/		
<b>DATE SIGNED:</b>	12/05/2016		

OP \$140.00 3179823

**Total Attachments: 9**

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## IP ASSIGNMENT AGREEMENT

THIS AGREEMENT ("IP Assignment Agreement"), is executed as of April 1, 2013 ("Closing Date"), between WORLDPASS TRAVEL GROUP, LLC, a California limited liability company ("Assignor"), and LAKELAND TOURS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement of even date herewith ("Purchase Agreement"), by and among Assignee, Assignor, USA CONSOLIDATED TRAVEL GROUP, a California corporation ("USA") and GET TRAVEL GROUP, LLC, a Texas limited liability company ("GTG" and, together with USA, "Members" and each, individually, "Member"), and BRUCE BITNOFF ("Bitnoff"), RIPLEY HUNTER ("Hunter"), JOHN DUBY ("Duby"), ROBERT VOELZ ("Voelz"), RICH HUNTER ("R. Hunter"), DAVE HUNTER ("D. Hunter"), WILLIAM HOH ("Hoh"), ROB HOLMES ("Holmes"), JIM O'DONNELL ("O'Donnell"), BLACK KNIGHT PARTNERS, LP, a Texas limited partnership ("BKP"), FIRST CAPITAL GROUP OF TEXAS III, LP, a Delaware limited partnership ("FCG" and, together with all such individuals and BKP, "Member Parties" and each, individually, "Member Party", and together with Assignor, Members and other Member Parties, "Selling Parties" and each, individually, "Selling Party").

### RECITALS

A. Pursuant to Section 2.1 of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's rights, title and interest in and to substantially all of the assets of Assignor, including, without limitation, all Intellectual Property;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into an Assignment and Assumption Agreement, and Assignor is making a Bill of Sale to Assignee, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering all of its rights, title and interest in and to certain contracts and the other Purchased Assets, all as described therein; and

C. Pursuant to Section 7.2(i)(iii)(C) of the Purchase Agreement, Assignor and Assignee have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**Section 1 Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all of Assignor's rights, title and interest in and to all Intellectual Property constituting and relating to the Business (whether owned by Assignor or a third Person), together with all goodwill therein, including without limitation, all sales, advertising, promotional and marketing

information and materials, trade names, trademarks, service marks, logos, and logo types, all websites and domain names, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor. In order to enable the use by Assignee of the domain names set forth on Schedule A hereto, Assignor agrees to provide Assignee, on the Closing Date, with any account information of any Person with whom the domain names are registered, if any, including any user names and passwords of Assignor's relating thereto. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property and to receive any and all damages awarded as a result of such claim. The parties agree that Assignee has the right to file this IP Assignment Agreement with the U.S. Patent and Trademark Office, U.S. Copyright Office, and any non-U.S. equivalent agencies.

**Section 2 Further Assurances.** Assignor hereby covenants and agrees that it shall, from time to time after the Closing Date, at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Intellectual Property, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

**Section 3 Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

**Section 4 Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**Section 5 Governing Law.** This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

**Section 6 Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Assignor's and the other Selling Parties' representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

**Section 7 Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP

Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows]

*CONFIDENTIAL*

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

ASSIGNOR:

WORLDPASS TRAVEL GROUP, LLC

By: John Duby  
Name: JOHN DUBY  
Its: CHAIRMAN OF THE BOARD

ASSIGNEE:

LAKELAND TOURS, LLC

By: \_\_\_\_\_  
Name: James C. Gerber  
Its: Chief Financial Officer

*CONFIDENTIAL*

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

ASSIGNOR:

WORLDPASS TRAVEL GROUP, LLC

By: \_\_\_\_\_

Name:

Its:

ASSIGNEE:

LAKELAND TOURS, LLC

By: James C. Gerber

Name: James C. Gerber


Its: Chief Financial Officer

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**  
FEDERAL AND STATE TRADEMARKS

Mark	Type	Registration Date	Serial Number	Registration Number	Section 8 (6-year) – Declaration of Use Due Date	Section 15 – Declaration of Incontestability Due Date	Sections 8 & 9 Renewal Due Date	Goods/Services
ADVENTURES AMERICA® 005US	Principal	12/05/2006	78/658420	3179823	Done	Done	12/05/2016	IC039 Arranging travel tours; arranging travel reservations and booking tours for groups; arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events.
CALIFORNIA STATE EDUCATIONAL TOURS® 020US	Principal	08/14/2007	78/959409	3279941	08/14/2013	08/14/2013	08/14/2017	IC039 Arranging travel reservations and booking tours for groups.
CALIFORNIA STATE EDUCATIONAL TOURS®	Supplemental	05/30/2000	75364410	2354154	Done	N/A	5/30/2020	IC039 Arranging travel reservations and booking tours for groups
GET TRAVEL® 013US	Principal	12/19/2006	78/658369	3185966	Done	Done	12/19/2016	IC039 Arranging travel tours; arranging travel reservations and booking tours for groups; arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events.



Mark	Type	Registration Date	Serial Number	Registration Number	Section 8 (6-year) – Declaration of Use Due Date	Section 15 – Declaration of Incontestability Due Date	Sections 8 & 9 Renewal Due Date	Goods/Services
GRAD NIGHT TOURS® 016US	Principal	12/10/1991	74/107355	1667871	Done	Done	12/10/2021	IC 039 Travel agency services; namely, arranging travel reservations and booking tours for groups.
MUSICAMERICA® #015US	Principal	06/26/2007	78/680863	3254909	06/26/2013	06/26/2013	06/26/2017	IC039 Arranging travel tours; arranging travel reservations and booking tours for groups; arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events.
USA EDUCATIONAL ADVENTURES® #009US	Principal	04/25/2006	78/527083	3084787	Done	Done	04/25/2016	IC039 Arranging travel tours; arranging and conducting educational sightseeing tours for others relating to cultural, historic and social subjects, places and events.
USA STUDENT TRAVEL® #019US	Principal	07/21/1998	75/281744	2174712	Done	Done	07/21/2018	IC043 Travel agency services, namely, arranging travel reservations and booking tours for groups.

Mark	Type	Registration Date	Serial Number	Registration Number	Section 8 (6-year) – Declaration of Use Due Date	Section 15 – Declaration of Incontestability Due Date	Sections 8 & 9 Renewal Due Date	Goods/Services
 #021US	Principal	11/10/2009	77/687830	3708070	11/10/2015	11/10/2015	11/10/2019	IC039 Arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events; Arranging travel tours; Booking tours for groups; Travel and tour ticket reservation service
WORLDPASS TRAVEL GROUP #003US	Principal	02/06/2007	78/638462	3206890	Done	Done	02/06/2017	IC039 Arranging travel tours; arranging travel reservations and booking tours for groups; arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events.  IC043 Travel agency services, namely making reservations and booking of temporary lodging
WORLDPASS TRAVEL®	Principal	11/28/2006	78638445	3178457	11/28/2012	11/28/2012	11/28/2016	IC 039 Arranging travel tours; arranging travel reservations and booking tours for groups; arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events
WORLDPASS® #002US OR #006US	Principal	11/28/2006	78/792809	3176998	Done	Done	11/28/2016	IC043 Travel agency services, namely making reservations and booking of temporary lodging

Mark	Type	Registration Date	Serial Number	Registration Number	Section 8 (6-year) – Declaration of Use Due Date	Section 15 – Declaration of Incontestability Due Date	Sections 8 & 9 Renewal Due Date	Goods/Services
WORLDPASS® #002US OR #006US	Principal	02/06/2007	78/638428	3206889	Done	Done	02/06/2017	IC039 Arranging travel tours; arranging travel reservations and booking tours for groups; arranging and conducting educational sightseeing tours for others related to cultural, historic and social subjects, places and events.