

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417546

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|---|--|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Club Holdings, LLC | | 01/01/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Quintess Collection, LLC | | |
| Street Address: | 11101 West 120TH AVENUE | | |
| Internal Address: | Suite 300 | | |
| City: | Broomfield | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80021 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3122187 | QUINTESS | |
| Registration Number: | 4281066 | QUINTESS | |
| Registration Number: | 4067041 | QUINTESS COLLECTION | |
| Registration Number: | 4298741 | COLLECTIVE IQ | |
| Registration Number: | 4063475 | THE QUINTESS COLLECTION | |
| Registration Number: | 4063474 | DUO | |
| Registration Number: | 4174141 | Q QUINTESS BEYOND | |
| Registration Number: | 4124711 | QUINTESS BEYOND | |
| Registration Number: | 4406524 | QUINTESS ADVENTURES | |
| Registration Number: | 3972038 | DUO BY QUINTESS | |
| Registration Number: | 4067052 | Q QUINTESS COLLECTION | |
| Registration Number: | 2849080 | TIME & PLACE | |
| Registration Number: | 3188476 | YOUR PRIVATE HOTEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |

CH \$340.00 3122187

Email: heather.stutz@quarles.com
Correspondent Name: QUARLES & BRADY LLP
Address Line 1: 1701 Pennsylvania Avenue, NW, Suite 700
Address Line 4: Washington, D.C. 20006-5805

ATTORNEY DOCKET NUMBER: 158017.00002

NAME OF SUBMITTER: Heather S. Stutz

SIGNATURE: /Heather S. Stutz/

DATE SIGNED: 02/27/2017

Total Attachments: 8

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AGREEMENT FOR THE
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS AGREEMENT is made and entered into by and between Club Holdings, LLC ("Club Holdings"), a Delaware limited liability company having a place of business at 11101 West 120th Avenue, Suite 300, Broomfield, Colorado 80021, and Quintess Collection, LLC ("Quintess"), a Delaware limited liability company having a place of business at 11101 West 120th Avenue, Suite 300, Broomfield, Colorado 80021.

WHEREAS, Quintess filed for bankruptcy protection pursuant to Chapter 11 of the Bankruptcy Code (Case No. 16-19955-JGR) (the "Bankruptcy Case");

WHEREAS, Quintess is a party to a Plan of Reorganization dated July 15, 2016, as modified pursuant to a Plan Modification Agreement as to the Debtors Plan of Reorganization dated December 16, 2016 (collectively, the "Plan of Reorganization");

WHEREAS, the Plan of Reorganization was confirmed by the Bankruptcy Court on December 16, 2016 pursuant to that certain Order Confirming Debtor's Prepackaged Chapter 11 Plan of Reorganization, as Modified (the "Order");

WHEREAS, pursuant to the Plan of Reorganization, Club Holdings agreed to assign to Quintess certain intellectual property assets in exchange for certain equity interests of Quintess, as set forth in the Plan of Reorganization and confirmed in the Order;

WHEREAS, prior to the effective date of the Plan of Reorganization, Club Holdings was the indirect parent company of Quintess and Quintess was operated as a subsidiary of Club Holdings, utilizing various intellectual property assets of Club Holdings;

WHEREAS, Club Holdings is the holder, owner, and, where applied for or registered, record owner of the certain intellectual property assets, including but not limited to, as applicable, systems and related software, databases, member demographic lists, customer

information and data, reservation booking systems and calendars, licenses, designs, copyrightable works, copyrights, trademarks, service marks, trade dress, trademark/service mark registrations, trademark/service mark applications, trade names, trade secrets, proprietary technology, know-how, supplier lists, non-competition agreements, domain names, "Human Capital" (an experienced core management team with an efficient workforce) and all other internally developed intellectual property (collectively, "IP Assets") used by Quintess in the conduct of Quintess' business (collectively, the "Quintess IP Assets");

WHEREAS, Club Holdings owns IP Assets that are not utilized in the Quintess business, such as IP Assets used in the business of Shotzoom, LLC, CHSZ, LLC, and/or Open Tee Holdings, LLC, and therefore are not Quintess IP Assets;

WHEREAS, pursuant to the Plan of Reorganization and Order, Club Holdings is to assign to Quintess the entire right, title, interest and obligations in and to all of said Quintess IP Assets, including all rights to sue for all present and future infringement, and all infringements occurring prior to the date of this Agreement; and

WHEREAS, Quintess is desirous of acquiring the entire right, title, interest and obligations in and to all of said Quintess IP Assets, including all rights to sue for all present and future infringement, and all infringements occurring prior to the date of this Agreement;

NOW, THEREFORE, in consideration of the Order, the Plan of Reorganization and the mutual covenants, terms and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Club Holdings does hereby sell, assign and transfer unto Quintess the entire right, title, interest and obligations in and to the aforesaid Quintess IP Assets, provided however that Club Holdings

does not hereby and does not intend to assign, sell or transfer any IP Assets that are not Quintess IP Assets, as follows:

a. With respect to any and all trademarks, trade dress, service marks, or trade names, registered or unregistered (collectively, "Marks"): the entire right, title and interest worldwide, in and to any and all such marks, any and all registrations therefor including renewals thereof, any and all applications therefor and any resulting registrations therefrom, any and all applicable common law rights therein, and any and all Convention or Treaty rights therein, together with the goodwill connected with and symbolized by the Marks, including all rights to sue for all present and future infringement thereof, and all infringements occurring prior to the date of this Agreement as fully and entirely as the same would have been held by Club Holdings had this Agreement not been made; further authorizing and requesting the officials of any Trademark Office worldwide to issue any and all registrations resulting from the aforesaid applications for registration or any renewals thereof, when granted, to Quintess as the assignee of the entire right, title and interest of Club Holdings in and to the same. If said Marks are the subjects of pending applications for registration or registrations, a list of these applications and registrations is attached to this Agreement as Exhibit L.

b. With respect to any and all copyrightable works, published or unpublished (collectively, "Works"): the entire right, title and interest worldwide, in and to any such works, any and all copyright registrations issued therefor, applications therefor and resulting registrations therefrom, any and all applicable common law rights therein, any and all Convention and Treaty rights therein, any and all moral rights therein, including the rights (as applicable) to reproduce the works, to produce derivative works therefrom,

to distribute copies thereof, to perform the works publicly, and to display the works publicly, all of the foregoing by any and all means now known or hereinafter developed, including all rights to sue for all present and future infringement thereof, and all infringements prior to the date of this Agreement as fully and entirely as the same would have been held by Club Holdings had this Agreement not been made; further authorizing and requesting the officials of any Copyright Office worldwide to issue any and all registrations resulting from the aforesaid applications for registration or any renewals thereof, when granted, to Quintess as the assignee of the entire right, title and interest of Club Holding in and to the same, with Club Holdings waiving any and all rights to seek a reversionary interest therein.

c. With respect to any and all trade secrets, proprietary technology, know-how, systems and related software, databases, member demographic lists, customer information and data, reservation booking systems and calendars, licenses, designs, supplier lists, customer lists, and supplier lists, whether documented or undocumented (collectively; "Proprietary Rights"); the entire right, title and interest worldwide, in and to any such Proprietary Rights, any and all shop rights therein, any and all access codes and passwords to have access to same, to reverse engineer any and all software codes relating to same, to file applications for copyright protection and/or letters patent relating to same, including all rights to sue for all present and future infringement thereof, and all infringements occurring prior to the date of this Agreement as fully and entirely as the same would have been held by Club Holdings had this Agreement not been made, to Quintess as the assignee of the entire right, title and interest in and to the same.

d. With respect to any and all non-competition agreements and human capital, whether documented or undocumented, and whether contracts made relating thereto were and/or are written or oral (collectively, "Competitive Assets"): the entire right, title and interest worldwide, in and to any such Competitive Assets and all agreements relating thereto, including all rights to sue for all present and future infringements or breaches thereof, and all infringements or breaches occurring prior to the date of this Agreement as fully and entirely as the same would have been held by Club Holdings had this Agreement not been made, to Quintess as the assignee of the entire right, title and interest in and to the same, with Quintess assuming all rights and all obligations relating thereto as successor to the entire rights of Club Holdings.

e. With respect to any and all domain names registered and/or used by Club Holdings as part of its business (collectively, "Domain Names"): the entire right, title and interest worldwide, in and to any such Domain Names and all registration and/or renewal agreements relating thereto, including all rights to sue for all present and future infringements or other violations thereof, and all infringements or other violations occurring prior to the date of this Agreement as fully and entirely as the same would have been held by Club Holdings had this Agreement not been made, to Quintess as the assignee of the entire right, title and interest in and to the same, with Quintess assuming all rights and all obligations relating thereto as successor to the entire rights of Club Holdings. A list of all Domain Names that are subject to this Agreement is attached to this Agreement as Exhibit 2.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

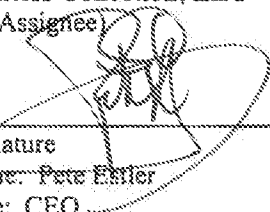
From time to time after the effective date of this Agreement, Club Holdings and Quintess will timely execute and deliver such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments, as may be reasonably necessary in order to vest in Quintess all right, title and interest in and to the Quintess IP Assets, and otherwise in order to carry out the purpose and intent of this Agreement.

WHEREFORE, the parties have caused this Agreement to be duly executed and become effective as of January 1, 2017.

Club Holdings, LLC
(As Assignor)

By: Ben Addoms
Signature
Name: Ben Addoms
Title: Authorized Signatory

Quintess Collection, LLC
(As Assignee)

By: 
Signature
Name: Pete Entler
Title: CEO

SBB08446127

Exhibit I - Marks

| MARK | Country | Application No. Application Date | Registration No. Registration Date |
|----------------------------------|---------|-------------------------------------|---------------------------------------|
| QUINTESS | US | 78/977,027 24-Mar-2004 | 3,122,187 25-Jul-2006 |
| QUINTESS | US | 77/440,402 04-Apr-2008 | 4,281,066 29-Jun-2013 |
| QUINTESS COLLECTION | US | 85/309,868 02-May-2011 | 4,067,041 06-Dec-2011 |
| COLLECTIVE IQ | US | 85/301,259 21-Apr-2011 | 4,298,741 05-Mar-2013 |
| THE QUINTESS COLLECTION | US | 85/343,668 10-Jun-2011 | 4,063,475 29-Nov-2011 |
| DUO | US | 85/343,641 10-Jun-2011 | 4,063,474 29-Nov-2011 |
| Q QUINTESS BEYOND & Design | US | 85/348,319 16-Jun-2011 | 4,174,141 17-Jul-2012 |
| QUINTESS BEYOND | US | 85/348,339 16-Jun-2011 | 4,124,711 10-Apr-2012 |
| QUINTESS ADVENTURES | US | 85/847,899 12-Feb-2013 | 4,406,324 24-Sep-2013 |
| DUO BY QUINTESS | US | 85/144,577 04-Oct-2010 | 3,972,938 31-May-2011 |
| Q QUINTESS COLLECTION (Stylized) | US | 85/310,109 02-May-2011 | 4,067,052 06-Dec-2011 |
| TIME & PLACE | US | 76/976,549 14-Mar-2002 | 2,849,080 01-Jun-2004 |
| YOUR PRIVATE HOTEL | US | 76/603,498 JUL-22-2004 | 3,188,476 DEC-26, 2006 |
| QUINTESS | Canada | 1211978 02-Apr-2004 | TMA727,160 28-Oct-2008 |
| QUINTESS | Mexico | 650,390 02-Apr-2004 | 933,963 24-May-2006 |

Exhibit 2 - Domain Names

| Domain Name | Create Date | Status | Registrant |
|---------------------------|-------------|--------|-----------------------|
| effortlessvacations.com | 10/3/2012 | Active | |
| everyvacationperfect.com | 10/3/2012 | Active | |
| impulseelite.com | 6/12/2015 | Active | Club Holdings |
| impulseexcursions.com | 6/12/2015 | Active | Club Holdings |
| impulsejourneys.com | 6/12/2015 | Active | Club Holdings |
| impulsevillas.com | 6/12/2015 | Active | Club Holdings |
| megayachtour.com | 12/4/2015 | Active | Club Holdings |
| megayachttours.com | 12/4/2015 | Active | Club Holdings |
| motoryachtour.com | 12/4/2015 | Active | Club Holdings |
| motoryachttours.com | 12/4/2015 | Active | Club Holdings |
| q-coins.com | 10/27/2016 | Active | Club Holdings |
| qcoins.co | 10/28/2016 | Active | Club Holdings |
| qcoins.us | 10/28/2016 | Active | Club Holdings |
| quintess.biz | 4/6/2006 | Active | |
| quintess.com | 11/15/1997 | Active | Quintess LLC |
| quintess.org | 4/6/2006 | Active | |
| quintess.us | 4/7/2006 | Active | |
| quintesscollection.com | 4/7/2011 | Active | |
| quintesscollection.net | 4/7/2011 | Active | |
| sailingyachtour.com | 12/4/2015 | Active | Club Holdings |
| sailingyachttours.com | 12/4/2015 | Active | Club Holdings |
| thequantumclub.com | 11/9/2008 | Active | |
| thequintesscollection.com | 5/3/2011 | Active | |
| timeandplace.com | 1/23/2003 | Active | |
| timeandplacehomes.com | 10/21/2001 | Active | |
| timeandplacehomesmaui.com | 10/22/2004 | Active | |
| tripfiniti.com | 7/7/2016 | Active | Club Holdings |
| villaports.com | 11/22/2015 | Active | Domains By Proxy, LLC |
| villaright.com | 11/28/2015 | Active | Club Holdings |
| villatour.com | 12/29/2013 | Active | Club Holdings |
| villatours.com | 8/17/2003 | Active | Club Holdings |
| whimtravels.com | 9/25/2015 | Active | Club Holdings |
| whimtrips.com | 7/22/2015 | Active | Club Holdings |
| whimvacations.com | 7/22/2015 | Active | Club Holdings |
| yourprivatehotel.com | 6/21/2002 | Active | |
| yourprivatehotelmaui.com | 10/22/2004 | Active | |