

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whim Travel, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	5067032	WHIM TRAVELS	
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>		
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: 7			
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AGREEMENT FOR THE
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS AGREEMENT is made and entered into by and between Whim Travel, LLC ("Whim"), 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, LLC, a Delaware limited liability company having a place of business at 11101 West 120th Avenue, Suite 300, Broomfield, Colorado 80021 ("Club Holdings"), including certain of its subsidiary companies, 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 Whim and Whim was operated as a subsidiary of Club Holdings, utilizing various intellectual property assets of Club Holdings;

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, Whim 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 Whim in the conduct of Whim's business (collectively, the "Whim IP Assets");

WHEREAS, pursuant to the Plan of Reorganization and Order, Whim is to assign to Quintess the entire right, title, interest and obligations in and to all of said Whim 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 Whim 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, Whim

does hereby sell, assign and transfer unto Quintess the entire right, title, interest and obligations in and to the aforesaid Whim 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 Whim 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 Whim 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 1.

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 Whim 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 Whim in and to the same, with Whim 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 Whim 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 Whim 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 Whim.

e. With respect to any and all domain names registered and/or used by Whim 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 Whim 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 Whim.

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, Whim 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 Whim 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.

Whim Travel, LLC
(As Assignor)

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

SBBO#446126

Quintess Collection, LLC
(As Assignee)

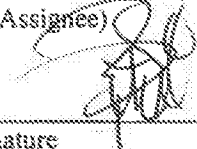
By: 
Signature
Name: Pete Estler
Title: CEO

Exhibit 1 - Marks

MARK	Application No. Application Date	Registration No. Registration Date
WHIM TRAVELS	86748,448 04-Sept-2015	5,067,032 25-Oct-2016