

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/02/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unisa America, Inc.		01/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Unisa Fisher LLC		
Street Address:	777 W. Putnam Ave.		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4895935	UNISA RESORT	
Registration Number:	4384319	UNISA	
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>			
Phone:	6464029687		
Email:	docketing@wkbllp.com		
Correspondent Name:	Jessica Rosenthal		
Address Line 1:	114 W. 47th Street, 18th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Mark I. Peroff		
SIGNATURE:	/markiperoff6/		
DATE SIGNED:	07/17/2017		
Total Attachments: 4			
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OP \$65.00 4895935

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into *nunc pro tunc* as of January 2, 2017, by and between Unisa America, Inc., a Delaware corporation ("Assignor") and Unisa Fisher LLC, a Delaware limited liability company ("Assignee").

WHEREAS:

- A. Assignor and Assignee are parties to that certain American License Agreement (the "License Agreement") and Option Agreement to Purchase Trademarks Licensed Under the American License Agreement (the "Option Agreement") both dated as of March 21, 2007 and both subsequently amended as of October 31, 2008; July 17, 2009; February 26, 2015; and December 31, 2015.
- B. Pursuant to the Option Agreement, Assignee has the option ("Option") to acquire the entire right, title, interest, and goodwill in and to the Trademarks (as defined hereunder).
- C. Assignee has exercised the Option.
- D. In order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks pursuant to the Option, Assignor and Assignee are executing this instrument of assignment.

NOW THEREFORE, for the consideration set forth herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. Definitions.

- (a) "Territory" means the United States (its possessions and territories, including Puerto Rico), Canada, and all countries in Central American north of the southern border of Panama, and the Caribbean (excluding Cuba, Guadalupe, French Guiana, Martinique, and Netherland Antilles consisting of Aruba, Bonaire, Curaçao, Saba, Sint Eustatius and the southern part of the island of Saint Martin, known as Sint Maarten).
- (b) "Trademarks" means the trademarks/service marks identified on attached Exhibit A, as well as any rights Assignor has to use any trademarks that contain the element "UNISA," solely within the Territory.

2. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

3. Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

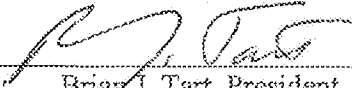
4. Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense.
5. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.
6. Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.
7. Upon execution of this Assignment, Assignee shall pay to Assignor the sum of \$1.00.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

[Signatures to the Assignment]

Assignor:
Unisa America Inc., a Delaware corporation


By: Brian J. Tart, President

Assignee:
Unisa Fisher LLC,
a Delaware limited liability company



By: Matthew Burris, CFO

Exhibit A

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
UNISA	Canada	598260	1/7/1988	366759	3/16/1990
UNISA	Costa Rica		5/11/1992	80983	10/8/1992
UNISA	Costa Rica		5/11/1992	80987	10/8/1992
UNISA	Dominican Republic	97832007	5/15/2007	161942	7/31/2007
UNISA	Dominican Republic	0709783		160976	5/30/2007
UNISA	El Salvador	340692	10/7/1992	11129223	1/3/1996
UNISA	El Salvador	117482/2008		16388327	2/22/1999
UNISA	El Salvador	340592	10/7/1992	8236165	10/2/1996
UNISA	Guatemala	563092	9/11/1992	86542	7/18/1997
UNISA	Honduras	669693	7/7/1993	59146	1/4/1994
UNISA	Honduras	669593	7/7/1993	59145	1/4/1994
UNISA	Jamaica	49963	3/9/2007	49963	3/9/2007
UNISA	Mexico	1170921	4/13/2011	1297720	7/17/2012
UNISA	Mexico	1423263	10/16/2013	1428242	1/21/2014
UNISA FIESTA	Mexico	1268499	4/24/2012	1311034	9/12/2012
UNISA RESORT	Mexico	1268498	4/24/2012	1311033	9/12/2012
UNISA	Nicaragua	162593	7/8/1993	25930	6/7/1994
UNISA	Nicaragua	162693	7/8/1993	25931	6/7/1994
UNISA	Panama	061229		61229	1/21/1994
UNISA	Panama	221545-01	3/18/2013	221545-01	3/18/2013
UNISA	Puerto Rico	80928	7/12/2012	207340	12/26/2015
UNISA	United States of America	73/409680	1/17/1983	1312413	1/1/1985
UNISA	United States of America	85/133,760	9/20/2010	4,384,319	8/13/2013
UNISA RESORT	United States of America	85/469,739	11/10/2011	4,895,935	2/2/2016