

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

07/11/2017
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ETAS ID: TM434550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
<i>THE</i> AMERICAS LODGING INVESTMENT SUMMIT, LLC		05/08/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NORTHSTAR TRAVEL MEDIA, LLC
Street Address:	100 Lighting Way, 2nd Floor
City:	Secaucus
State/Country:	NEW JERSEY
Postal Code:	07094
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85070185	ALIS THE AMERICAS LODGING INVESTMENT SUM

CORRESPONDENCE DATA

Fax Number: 2127557306
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.
Phone: (212)326-3939
Email: NYTEF@jonesday.com
Correspondent Name: Emily Cai
Address Line 1: Jones Day
Address Line 2: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Emily Cai
SIGNATURE:	/Emily Cai/
DATE SIGNED:	07/11/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered into as of May 8, 2017 (the “Effective Date”), by and between THE AMERICAS LODGING INVESTMENT SUMMIT, LLC, a Delaware limited liability company (“ALIS”) and NORTHSTAR TRAVEL MEDIA, LLC, a Delaware limited liability company (“Assignee”) (each of ALIS and Assignee may hereafter be referred to as a “Party” or collectively as “Parties”).

WHEREAS, ALIS, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of May 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the “Purchase Agreement”), pursuant to which, among other things, ALIS has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from ALIS, the Acquired Trademark (defined below);

WHEREAS, prior to entering into the Purchase Agreement, ALIS owned directly or indirectly through affiliates, the Trademarks (defined below) set forth on the attached Schedule A (the “Acquired Trademark”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Trademark Assignment, ALIS agrees to assign the Acquired Trademark pursuant to the conditions set forth in Section 2 to Assignee such that Assignee owns such Acquired Trademark;

WHEREAS, ALIS and Assignee are desirous of making this Trademark Assignment a matter of record; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 General. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement. This Trademark Assignment is not intended to supersede or amend the Purchase Agreement. This Trademark Assignment is subject to and controlled by the terms of the Purchase Agreement and is intended only to evidence the consummation of the transaction contemplated by the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

1.2 “Trademarks” means any trademarks, service marks, trade dress, slogans, logos symbols, trade names, brand names and other identifiers of source or goodwill, and all applications, registrations, renewals or extensions thereof, and any common law rights to any of the foregoing.

2. ASSIGNMENT OF TRADEMARK

2.1 Assignment from ALIS. In accordance with and subject to the terms and conditions of this Trademark Assignment and the Purchase Agreement, ALIS hereby sells, assigns, conveys, transfers and delivers to Assignee, all of ALIS's direct or indirect right, title and interest in and to the Acquired Trademark, together with the goodwill connected with the use of and symbolized by the Acquired Trademark, including any and all rights to and claims for damages for past, present or future infringement or other unauthorized use of the Acquired Trademark, for Assignee's full use and enjoyment. Effective at and after the Closing, ALIS authorizes Assignee to and Assignee shall file this Trademark Assignment with the national trademark offices and any other applicable governmental entity and/or registrar necessary, and authorizes the applicable governmental entity or registrar to record Assignee as the assignee and owner of the Acquired Trademark.

2.2 Acceptance and Assumption by Assignee. In accordance with and subject to the terms and conditions of this Trademark Assignment and the Purchase Agreement, Assignee hereby purchases, acquires and accepts the assignment, transfer, conveyance and delivery, in accordance with the terms of ALIS's right, title and interests in, under and to the Acquired Trademark assigned to such Assignee pursuant to Section 2.1 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademark after the Effective Date.

2.3 Representations, Warranties and Indemnification Rights. ALIS and Assignee acknowledge and agree that the subject matter hereof is addressed in the representations and warranties set forth in Article V of the Purchase Agreement, as applicable, and the Parties hereto are bound by indemnification obligations set forth Article VII relating thereto to the extent provided in the Purchase Agreement.

3. MISCELLANEOUS

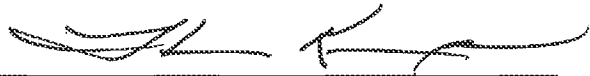
3.1 Governing Law. This Trademark Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof that would cause the laws of another jurisdiction to apply.

3.2 Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Trademark Assignment.

[Signatures page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

NORTHSTAR TRAVEL MEDIA, LLC

By: 
Name: Thomas Kemp
Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

THE AMERICAS LODGING INVESTMENT
SUMMIT, LLC


By: James E. Burba
Name: James E. Burba
Title: Managing Member
Date:

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 006109 FRAME: 0214

SCHEDULE A

Acquired Trademark

MARK	JURIS.	OWNER	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
	U.S.	The Americas Lodging Investment Summit, LLC 2900 Bristol Street, Ste. D101 Costa Mesa, CA 92626	85/070,185	6/23/2010	3928251	3/8/2011