

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465765

<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>
Magliocchetti Inc.		02/14/2018	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vacasa LLC		
<b>Doing Business As:</b>	Vacasa		
<b>Street Address:</b>	926 NW 13th Ave		
<b>Internal Address:</b>	Ste 200		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97209		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4715407	KEY TO THE ROCKIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	208.649.2628		
<b>Email:</b>	Jason.lloyd@vacasa.com		
<b>Correspondent Name:</b>	Jason S Lloyd		
<b>Address Line 1:</b>	121 9th St		
<b>Address Line 2:</b>	Suite 302		
<b>Address Line 4:</b>	Boise, IDAHO 83702		
<b>NAME OF SUBMITTER:</b>	Jason S Lloyd		
<b>SIGNATURE:</b>	/Jason S Lloyd/		
<b>DATE SIGNED:</b>	03/15/2018		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Assignment**"), is between MAGLIOCCHETTI INC., a Colorado corporation with its principal place of business at 23024 U.S. Highway 6, Suite 202, Keystone, CO 84035 (the "**Assignor**") and VACASA LLC, a Delaware limited liability company with its principal place of business at 926 NW 13th Ave #200, Portland, OR 97209 (the "**Assignee**"). Assignor and Assignee each may be individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**".

### RECITALS

Assignor has adopted, owns, and is using the Marks set forth in Exhibit A, together with any other variations thereon, and including all common-law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (collectively, the "**Common Law Marks**") in connection with the following services: real estate services, real estate brokerage services, property management services, association management services, home owner association management services, second home management services, long-term rental management services, short-term rental management services, vacation rental management services, and related services.

Assignor also owns a federal registration for a certain service Mark on the Principal Register of the United States Patent and Trademark Office in connection with the services identified therein, Registration No. 4715407, registered on April 7, 2015, and all goodwill of the business associated therewith and symbolized thereby (the "**Registered Mark**" and, together with the Common Law Marks, the "**Assignor Business Marks**") as detailed more fully in Exhibit B.

Assignee desires to acquire the Assignor Business Marks in conjunction with a certain Asset Purchase Agreement between the Parties and, in exchange for the consideration set forth in such Asset Purchase Agreement, Assignor wishes to hereby assign to Assignee, all right, title and interest to the Assignor Business Marks.

### AGREEMENT

Assignor and Assignee therefore agree as follows:

1. **Definitions.** For purposes of this Assignment, the following terms have the following meanings:

(a) "**Mark**" means any trademark, service mark, trade name, domain name, and the like, or other word, name, symbol or device, or any combination thereof, used or intended to be used to identify and distinguish the products or services of a Person from the products or services of others and to indicate the source of such goods or services, including without limitation all registrations and applications therefor throughout the world and all common law and other rights therein throughout the world.

(b) **"Person"** means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency or political subdivision thereof, and any other business, entity, or group, whether incorporated or not.

2. Assignment of Assignor Business Marks. Assignor hereby assigns to Assignee, all its right, title and interest in and to the Assignor Business Marks, including all goodwill of the Assignor's businesses that are symbolized by the Assignor Business Marks. Assignor further assigns to Assignee all its right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Assignor Business Marks.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) Assignor has the full right, corporate power, and authority to enter into this Assignment and to perform its obligations hereunder;

(b) Assignor has no knowledge of any party disputing its ownership of the Assignor Business Marks or its right to sell the Assignor Business Marks; and

(c) the execution of this Assignment by the individual whose signature is set forth at the end of this Assignment has been duly authorized by all necessary corporate action on the part of Assignor and no consent from or other approval of a governmental entity or other person is necessary in connection with the execution and performance of this Assignment.

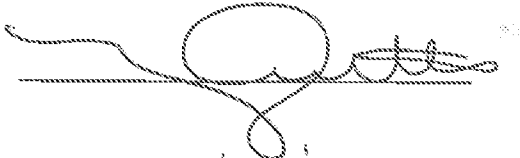
4. Further Assurances. At any time during the six-month period after the Effective Date, Assignor shall, without demanding any further consideration therefor, at the request and expense of Assignee, do all lawful and just acts that may be or become necessary for evidencing, maintaining, recording, and perfecting Assignee's rights to such Assignor Business Marks. Without limitation, Assignor agrees to withdraw all registrations of conflicting trade names and business names, including the registration with the State of Colorado for "KEY TO THE ROCKIES INC".

[SIGNATURES APPEAR ON NEXT PAGE]

Each Party is signing this Assignment, in one or more counterparts, on the date stated under that Party's signature. This Assignment shall become effective on the date it is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) (the "Effective Date").

**Assignor:**

MAGLIOCCHETTI INC.

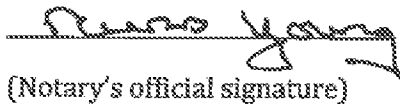


Print Name: Michael J. Magliocchetti

Date: 2-14-18

Title: President

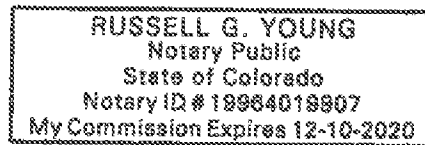
Subscribed and sworn to before me in the county of Summit, State of Colorado, this 14<sup>th</sup> day of February, 2018.



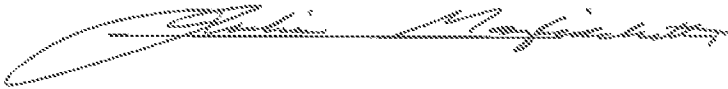
(Notary's official signature)

12-10-2020

(Commission Expiration)



MAGLIOCCHETTI INC.

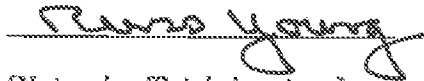


Print Name: JULIE A. MAGLIOCCHETTI

Date: 2/14/18

Title: VICE PRESIDENT

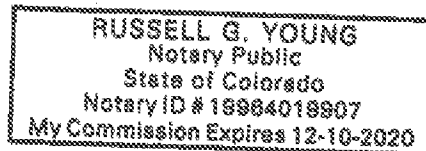
Subscribed and sworn to before me in the county of SUMMIT State of Colorado, this 14<sup>TH</sup> day of February, 2018.



(Notary's official signature)

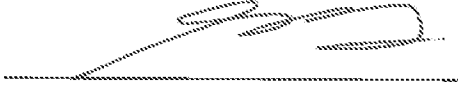
12-10-2020

(Commission Expiration)



Assignee:

VACASA LLC




Print Name: SANDRA BRAHN

Date: 2/14/18

Title: Director of Corporate Development

Subscribed and sworn to before me in the county of SUMMIT, State of Colorado, this 14<sup>th</sup> day of February, 2018.



(Notary's official signature)

12-10-2020

(Commission Expiration)

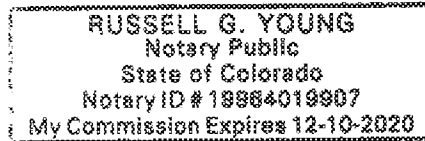


Exhibit A

Common Law Marks

KEY TO THE ROCKIES

KEY TO THE ROCKIES VACATION RENTALS & REAL ESTATE

KEY TO THE ROCKIES LODGING

KEY TO THE ROCKIES LODGING COMPANY

KEY TO THE ROCKIES INC.

KEY TO THE ROCKIES HOA

KEY TO THE ROCKIES ASSOCIATION MANAGEMENT

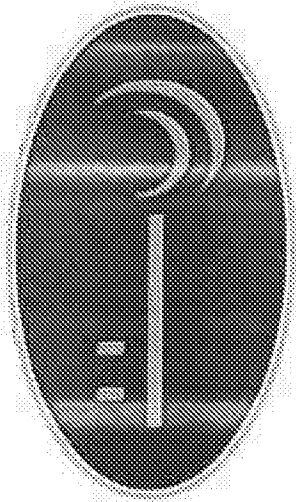


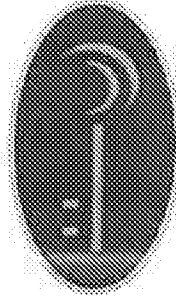


Exhibit B

Registered Mark

# United States of America

United States Patent and Trademark Office



## KEY TO THE ROCKIES

Reg. No. 4,715,407

Registered Apr. 7, 2015

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

MAGLIOCCHETTI INC. (COLORADO CORPORATION), DBA KEY TO THE ROCKIES  
23024 U.S. HIGHWAY 6, SUITE 202  
KEYSTONE, CO 80435

FOR: REAL ESTATE MANAGEMENT OF VACATION HOMES; REAL ESTATE SERVICE, NAMELY, RENTAL PROPERTY MANAGEMENT; REAL ESTATE SERVICES, NAMELY, PROPERTY MANAGEMENT SERVICES FOR CONDOMINIUM ASSOCIATIONS, HOMEOWNER ASSOCIATIONS AND APARTMENT BUILDINGS; REAL ESTATE SERVICES, NAMELY, RENTAL OF VACATION HOMES; REAL ESTATE SERVICES, NAMELY, VACATION HOME RENTAL MANAGEMENT SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-1-1998; IN COMMERCE 1-1-1998.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE ROCKIES, APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A STYLIZED KEY WITH THE ACCOMPANYING TEXT "KEY TO THE ROCKIES".

SER. NO. 86-360,587, FILED 8-7-2014.

KYLE PEETE, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office