

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluesmart (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Bluesmart Inc.		04/30/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Travelpro BSI, Inc.		
Street Address:	700 Banyan Trail		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4860489	BLUESMART	
Registration Number:	5166332	BLUESMART	
Registration Number:	5309239		
Registration Number:	5151873	TRAVELMORE	
Serial Number:	86787670	BLUESMART	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	25910-1		

CH \$140.00 4860489

NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	06/21/2018
Total Attachments: 4 source=Bluesmart - Trademark Assignment#page1.tif source=Bluesmart - Trademark Assignment#page2.tif source=Bluesmart - Trademark Assignment#page3.tif source=Bluesmart - Trademark Assignment#page4.tif	

Trademark Assignment Agreement

This Trademark Assignment Agreement (the “**Assignment**”) is made as of April 30, 2018 (the “**Effective Date**”), by and between Bluesmart (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Bluesmart Inc. (the “**Seller**”), and Travelpro BSI, Inc., a Delaware corporation (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of April 30, 2018, by and between Seller and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including, without limitation, any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including, without limitation, those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as “**Marks**”), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Bluesmart (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Bluesmart Inc.

By: _____

Name: _____

Title: _____

Travelpro BSI, Inc.

By: 

Name: BLAKE LIPHAM

Title: CEO

Schedule A

Trademarks

#	Mark	Country	Application / Registration No.	Filing Date	Status
1	Bluesmart	Canada	1,737,793	July 17, 2015	Allowed
2	Bluesmart	EU	1287787	Dec 17, 2015	Registered
3	Bluesmart	Japan	1287787	Dec 17, 2015	Registered
4	Bluesmart	Singapore	1287787	Dec 17, 2015	Registered
5	Bluesmart	Switzerland	1287787	Dec 17, 2015	Final Refusal issued
6	Bluesmart	U.S.	4,860,489	May 12, 2014	Registered
7	Bluesmart	U.S.	86/787,670	Oct 14, 2015	Pending
8	Bluesmart (Stylized) & Design	U.S.	5,166,332	Aug 18, 2016	Registered
9	Four Circle Logo (Stylized) & Design	U.S.	5,309,239	Aug 18, 2016	Registered
10	Travelmore	U.S.	5,151,873	Oct 27, 2015	Registered
11	Bluesmart	WIPO	1287787	Dec 17, 2015	Registered
12	Bluesmart	Australia	1287787	Dec 17, 2015	Lapsed