

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Bendt		05/31/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Virtuoso, Ltd.		
Street Address:	777 Main Street, Suite 900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4023563	WANDERLIST	
CORRESPONDENCE DATA			
Fax Number:	2142388401		
<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:	214-238-8400		
Email:	docketing@harperbates.com		
Correspondent Name:	Shannon Bates, Harper Bates & Champion		
Address Line 1:	1717 Main Street, Suite 3550		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon W. Bates		
SIGNATURE:	/Shannon W. Bates/		
DATE SIGNED:	06/04/2019		
Total Attachments: 3			
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OP \$40.00 4023563

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made effective as of the 31 day of May, 2019 by and between James Bendt, an individual and United States citizen with an address of 362 3rd Street, Excelsior, Minnesota (hereinafter "Assignor") and Virtuoso, Ltd. a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business at 777 Main Street, Suite 900, Fort Worth, Texas 76102 (hereinafter "Assignee").

RECITALS

WHEREAS, Assignor owns the entire right, title and interest in, to and under the trademark identified below, together with the goodwill of the business symbolized by the trademark (hereinafter referred to as the "Trademark"):

U.S. Trademark Registration No. 4,023,563 for the word mark WANDERLIST in connection with:

"Travel agency services, namely, financial planning services" in International Class 36;

"Travel booking agencies; travel information services; travel, excursion, and cruise arrangement; travel planning for individuals, families, and groups for special occasions such as destination weddings, honeymoons, family reunions, business retreats, and group events" in International Class 39;

WHEREAS, Assignor's rights include all common law rights to the Trademark and any and all registration rights conferred now or in the future by the USPTO, by WIPO or by other foreign national trademark offices;

WHEREAS, Assignor's and/or Assignee's use of the Trademark since the date of this Assignment, inures to the benefit of Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademark, together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Trademark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, Assignor's full and exclusive right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the

Trademark and associated therewith, and all other common law rights, applications and registrations of the Trademark, and the right to recover for damages and profits for past infringements of the Trademark.

2. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Trademark;
 - b. All of Assignor's registrations for the Trademark are currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Trademark to any other person or entity;
 - d. There are no liens or security interests against the Trademark;
 - e. Assignor has all authority necessary to enter into this Assignment; and
 - f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.
3. This Assignment shall be binding upon Assignor's successors, assigns and legal representatives, and shall inure to the benefit of Assignee, its successors, assigns and legal representatives, as the case may be.
4. Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

[Signature Page to Follow]

JAMES BENDT, Assignor

James Bendt
Signature

Date: May 31, 2019

THE STATE OF MINNESOTA §

COUNTY OF HENNEPIN §

BEFORE ME, the undersigned authority, on this day personally appeared James Bendt, an individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of May, 2019.



David A. McHenry

Notary Public in and for
the State of MINNESOTA

My commission expires:

01/31/2021

Acknowledged and Accepted by:

VIRTUOSO, LTD., Assignee

By: David Hansen

Name: David Hansen

Title: Senior Vice President - Virtuoso Events

Date: June 3, 2019