

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541789

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOTELREWARDS LLC | | 09/19/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | travAlliancemedi, LLC | | |
| Street Address: | 593 Rancocas Road | | |
| City: | Westampton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08060 | | |
| Entity Type: | Limited Liability Company: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3812286 | HOTELREWARDS | |
| Registration Number: | 4806643 | HOTELREWARDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6098961469 | | |
| <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: | 6098963600 | | |
| Email: | dfowler@foxrothschild.com | | |
| Correspondent Name: | Lisa B. Lane/Fox Rothschild LLP | | |
| Address Line 1: | P.O. Box 5231 | | |
| Address Line 4: | Princeton, NEW JERSEY 08543-5231 | | |
| NAME OF SUBMITTER: | Deborah Fowler | | |
| SIGNATURE: | /Deborah Fowler/ | | |
| DATE SIGNED: | 09/20/2019 | | |
| Total Attachments: 3 | | | |
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OP \$65.00 3812286

Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the date of the last signature below (the "Effective Date") by and between HotelRewards LLC, a Delaware limited liability company ("Assignor"), and travAlliancemia, LLC, a New Jersey limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

- A. Assignor owns the trademark registrations and applications identified in the chart below, together with any and all goodwill associated therewith or symbolized thereby (collectively, the "Assigned Trademarks");

| Trademark | Jurisdiction | Registration No. |
|-----------------------|----------------|------------------|
| HOTELREWARDS | U.S.A. | 3812286 |
| HOTELREWARDS & Design | U.S.A. | 4806643 |
| HOTELREWARDS & Design | Brazil | 907971466 |
| HOTELREWARDS & Design | Canada | TMA941924 |
| HOTELREWARDS & Design | European Union | 013077029 |

- B. Pursuant to that certain Termination of License Agreement and Assignment of IP Rights letter agreement executed by the Parties on September 19, 2019 (the "Letter Agreement"), Assignor assigned to Assignee all of its rights, title and interest in and to the Trademarks Rights (as defined in the Letter Agreement), including the Assigned Trademarks. The Parties wish to execute this Assignment for purposes of evidencing the transfer and assignment of the Assigned Trademarks and to record such transfer and assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth in the Letter Agreement and below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's rights, title, and interest in and to the Assigned Trademarks, as well as renewals and extensions of any of the foregoing and any trademark registrations that may issue from any of the foregoing, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any official of any country or countries foreign to the United States whose duty it is

to receive or register trademarks or applications therefor, to record Assignee as the owner of the Assigned Trademarks and to issue all registrations for the Assigned Trademarks in the name of Assignee.

3. Further Assurances. Assignor shall, at Assignee's reasonable expense, provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance including executing and delivering such instruments and take such other actions as may be requested by Assignee in connection with perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein.

4. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

5. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

HotelRewards LLC (Assignor)

By: _____

Mark Murphy, Member

Date: September 19, 2019

travAlliancemedi, LLC (Assignee)

By: _____

Mark Murphy, Member

Date: September 19, 2019

[Signature Page to Trademark Assignment]