

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pegasus Solutions Companies		02/05/2019	Corporation: DELAWARE
Pegasus International Ventures, LLC		02/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pegasus Acquisition LLC		
Street Address:	370 Lexington Ave		
Internal Address:	Suite 1601		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2315311	NETREZ	
Registration Number:	2364966	REZVIEW	
Registration Number:	3881931	PEGASUS SOLUTIONS	
Serial Number:	87583232	PEGASUS SOLUTIONS	
Serial Number:	87583196	PEGASUS	
Serial Number:	87583081	PEGASUS	
Serial Number:	87583216		
Serial Number:	87533309	UTELL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128138939		
Email:	lbaker@goodwinlaw.com		
Correspondent Name:	Larissa Baker, Paralegal		
Address Line 1:	620 Eighth Ave		
Address Line 2:	Goodwin Procter LLP		

OP \$215.00 2315311

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER: Larissa Baker

SIGNATURE: /larissabaker/

DATE SIGNED: 10/15/2019

Total Attachments: 11

source=Assignment of Intellectual Property Assets (Pegasus)#page1.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page2.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page3.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page4.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page5.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page6.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page7.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page8.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page9.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page10.tif
source=Assignment of Intellectual Property Assets (Pegasus)#page11.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (“**Assignment**”), dated as of February 5, 2019, is made by Pegasus Solutions Companies, a Delaware corporation (“**PSC**”), Pegasus International Ventures, LLC, a Delaware limited liability company (“**PIV**” and, together with PSC, “**Assignors**”) and Pegasus Acquisition LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignors, Assignee, and Travel Tripper Limited, a private limited company incorporated under the laws of England and Wales, are parties to that certain Asset Purchase Agreement dated as of the date hereof (“**Agreement**”), pursuant to which PSC transferred, sold and conveyed to Assignee substantially all of the assets of PSC; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignors do hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignors’ entire right, title, and interest in and to the Company Intellectual Property (as defined in the Agreement), including:

- (a) the patents and patent applications set forth on Schedule A hereto, and all inventions described or claimed therein, and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions, and any right, title and interest Assignors may have in applications to which such patents or patent applications claim priority, all of the foregoing to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignors had assignment thereof not been made; and all of Assignors’ rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including the right to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee’s selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignors’ entire right, title and interest therein;

- (b) the trademarks and trademark applications set forth on Schedule B hereto (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives;
- (c) the copyrights and copyright applications set forth on Schedule C hereto, including, without limitation, the right to secure all registrations thereof, and all renewals and extensions of such registrations;
- (d) the domain names set forth on Schedule D hereto;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Company Intellectual Property; and
- (f) any and all rights to sue and recover damages and/or profits for any and all past or present infringement, misappropriation, dilution or other violation of the Company Intellectual Property, all of the same to be held and enjoyed by Assignee for its own use and for the use of its successors or assigns as fully and entirely as the same would have been enjoyed by Assignors, if assignment thereof had not been made.

2. Assignors do hereby authorize the Director of the United States Patent and Trademark Office and the empowered officials of all other governments and authorities to record the Company Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument, and to issue or register to Assignee such patents, trademarks, copyrights and other registrations as shall be granted thereon to Assignee, its successors, assigns, or legal representatives. Assignors further hereby authorize the current registrar of each domain name in the Company Intellectual Property to transfer the ownership and control of such domain name to Assignee.

3. Assignors agree for themselves and their successors, assigns, agents, and legal representatives to provide cooperation and assistance to Assignee and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, maintenance or enforcement of the Company Intellectual Property.

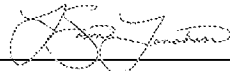
4. Assignee and Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNORS:

PEGASUS SOLUTIONS COMPANIES

By: 
Name: Sean Lenahan
Title: CEO

**PEGASUS INTERNATIONAL VENTURES,
LLC**

By: _____
Name: William Koneval
Title: Manager

ASSIGNEE:

PEGASUS ACQUISITION LLC

By: _____
Name:
Title:

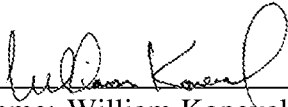
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNORS:

PEGASUS SOLUTIONS COMPANIES

By: _____
Name: Sean Lenahan
Title: CEO

**PEGASUS INTERNATIONAL VENTURES,
LLC**

By:  _____
Name: William Koneval
Title: Manager

ASSIGNEE:

PEGASUS ACQUISITION LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNORS:

PEGASUS SOLUTIONS COMPANIES

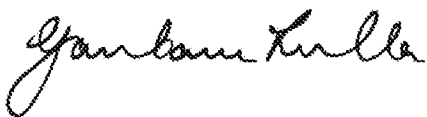
By: _____
Name: Sean Lenahan
Title: CEO

**PEGASUS INTERNATIONAL VENTURES,
LLC**

By: _____
Name: William Koneval
Title: Manager

ASSIGNEE:

PEGASUS ACQUISITION LLC

By:  _____
Name: Gautam
Title: Director

Schedule A – Patents

None.

Schedule B – Trademarks

Mark	Jurisdiction	App. No. Reg. No.	App. Date Reg. Date
NETREZ	United States	2315311	2/8/2000
REZVIEW	United States	2364966	7/4/2000
PEGASUS SOLUTIONS	United States	3881931	11/30/2010
PEGASUS SOLUTIONS (logo)	United States	87583232	8/25/2017
PEGASUS (logo)	United States	87583196	8/24/2017
PEGASUS (word mark)	United States	87583081	8/24/2017
PEGASUS (symbol)	United States	87583216	8/24/2017
UTELL	United States	87533309	7/19/2017
UTELL	European Union	1388057	2/8/2018
PEGASUS (word mark)	European Union	17168386	9/4/2017
PEGASUS (symbol)	European Union	17168428	9/4/2017
PEGASUS (full logo)	European Union	17168436	9/4/2017
PEGASUS (stylized word logo)	European Union	17168411	9/4/2017

Schedule C – Copyrights

None.

Schedule C to Intellectual Property Assignment

TRADEMARK
REEL: 006772 FRAME: 0169

Schedule D – Domain Names

1. access.pegasus.io
2. amadeuspms-bp.pegs.com
3. athenademo.netbookerng.com
4. centralftp.pegs.com
5. cert.rvng.pegs.com
6. devrvng-api-ibe.pegs.com
7. devrvng-dcs.pegs.com
8. esa.netrez.com
9. esadcsimqprod.pegs.com
10. esadcsimquat.pegs.com
11. esadcsldapprod.pegs.com
12. esadcsldapuat.pegs.com
13. esapmshubldapprod.pegs.com
14. esapmshubldapuat.pegs.com
15. esauat.netrez.com
16. exbamboo.pegs.com
17. excrucible.pegs.com
18. exstash.pegs.com
19. ftp.hotelfactory.com
20. googlerates.pegs.com
21. gt-winnp.pegs.com
22. hvsdcs4.pegs.com
23. hvsuatexpdc.pegs.com
24. internal-esa.netrez.com
25. kimptonuatdcs.pegs.com
26. laquintadcs41.pegs.com
27. ldap-prod.pegs.com
28. lq.netrez.com
29. lqdcsimqprod.pegs.com
30. lqdcslldapprod.pegs.com
31. lqpmshubldapprod.pegs.com
32. lqpmshubldapuat.pegs.com
33. lqprod.rvng.pegs.com
34. lqqa1.rvng.pegs.com
35. lqqa2.rvng.pegs.com
36. lquatdcs.pegs.com
37. lquatdcsimq-uat.pegs.com
38. lquatdcslldap-uat.pegs.com
39. lquatprod.rvng.pegs.com

Schedule D to Intellectual Property Assignment

40. lquatstage1.rvng.pegs.com
41. lquatstage2.rvng.pegs.com
42. marketing.rvng.pegs.com
43. media.pegs.com
44. ngdev3.pegs.com
45. ngdev4.pegs.com
46. noc.pegs.com
47. Admin.openhospitality.com
48. pegasushub3.pegs.com
49. pegasushub.pegs.com
50. pegasushubexq.pegs.com
51. pegsconnect.com
52. Go.pegasus.io
53. Www.pegasus.io
54. Www.pegsonnect.com
55. pegssvcs-lqprod.pegs.com
56. pegssvcs-lquatprod.pegs.com
57. pegssvcs-prodrvng.pegs.com
58. pegssvcs-uatrvng.pegs.com-443
59. pegssvcs-uatstage2.pegs.com
60. pmsqahubae.pegs.com
61. pmsuathubae.pegs.com
62. private.rezviewng.com
63. prod-api.pegasus.io
64. prodf5.netrez.com
65. proploader-CAT.pegs.com-80
66. proploader-CAT.pegs.com-443
67. proploader.pegs.com
68. pub-ns1.pegs.com
69. pub-ns2.pegs.com
70. qa2-api.pegasus.io
71. qa2-api.pegs.com
72. qa2-testpms.pegasus.io
73. qa2.rvng.pegs.com
74. qa3.rvng.pegs.com
75. qa.rvng.pegs.com
76. ref-api.pegasus.io
77. ref.rvng.pegs.com
78. reservations-page.com
79. reservations-page.net

Schedule D to Intellectual Property Assignment

80. Reservationspage.net
81. Reservationspage.com
82. reservations.magnusonhotels.com
83. rvcrateupdate.pegs.com
84. rvcrateupdateuat.pegs.com-ssl
85. rvng-dcs.pegs.com
86. rvng-dcs.pegs.com-http
87. rvngpms.pegs.com
88. rvngpmscert.pegs.com
89. rvngpmstesting
90. rvngpmsuat.pegs.com
91. secure.netbookerng.com
92. sftp.pegs.com
93. splunk.pegs.com
94. star.openhospitality.com
95. steiguatdcs.pegs.com
96. training.rvng.pegs.com
97. uat-api.pegasus.io-ssl
98. uat-f5.netrez.com
99. uat.rvng.pegs.com
100. utelluat-winnp.pegs.com
101. we01.dev.netrez.com
102. we03.netrez.com
103. we03.uat.netrez.com
104. we04.netrez.com
105. we04.uat.netrez.com
106. we05.netrez.com
107. we06.netrez.com
108. www.pegs.com
109. www.utell.com

Schedule D to Intellectual Property Assignment