

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trading Places International, Inc.		04/24/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Interval International, Inc.		
Street Address:	6262 Sunset Drive		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3701143	GOVARM GOVERNMENT & ARMED FORCES TRAVEL	
CORRESPONDENCE DATA			
Fax Number:	2027782201		
<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:	202-955-1500		
Email:	TMDocketDC@HuntonAK.com		
Correspondent Name:	Susan A. Smith, Hunton Andrews Kurth LLP		
Address Line 1:	2200 Pennsylvania Avenue, NW		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	117913.0251079		
NAME OF SUBMITTER:	Susan A. Smith		
SIGNATURE:	/sas/		
DATE SIGNED:	04/24/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is entered into as of April 24, 2020 (“Effective Date”) by and between Trading Places International, Inc., a California corporation with a principal place of business at 6262 Sunset Drive, Miami, Florida 33143 (“Assignor”) and Interval International, Inc., a Florida corporation with a principal place of business at 6262 Sunset Drive, Miami, Florida 33143 (“Assignee”).

WHEREAS, Assignor owns all right, title, and interest in and to U.S. Registration No. 3701143 for GOVARM GOVERNMENT & ARMED FORCES TRAVEL COOPERATIVE & Design (“Mark”), as well as all applications, registrations, logos, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Mark; and

WHEREAS, Assignee succeeded to Assignor’s portion of its business related to the Mark and wishes to acquire from the Assignor all right, title, and interest in and to the Mark, including in and to all applications, registrations, logos, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Mark, and all other rights pertaining to ownership of the Mark, including the right to recover for past infringement thereof.

Now, therefore, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers to Assignee any and all of Assignor’s rights, title, and interest in and to the Mark, together with the goodwill and assets associated with the trademarks, all applications and registrations for the trademarks (foreign and domestic), and common law rights relating thereto, and all rights to recover damages and profits for infringements, including past infringements, of or with respect to the Mark.

2. Assistance. Assignor agrees to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require in order to transfer, perfect, enforce, and vest all of Assignor’s rights, title, and interest in and to the Mark to Assignee.

3. General Provisions. In the event that any provision of this Agreement shall be held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way. This Agreement shall be binding upon the parties and their respective heirs, legal representatives, successors and permitted assigns. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Florida. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument. This Agreement constitutes the entire understanding between the parties.

The undersigned individual represents and warrants that she has the full authority to act on behalf of and bind the Assignor.

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as of the Effective Date set forth above.

ASSIGNOR:
Trading Places International, Inc.

Assignee:
Interval International, Inc.

By: Jeanette E. Marbert

By: Jeanette E. Marbert

Name: Jeanette E. Marbert

Name: Jeanette E. Marbert

Title: President

Title: President