

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	QUITCLAIM AND ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TI Inc. Affluent Media Group		01/05/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Travel + Leisure Holdco, LLC		
Street Address:	6277 Sea Harbor Drive,		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32821		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4275757	SMITTY	
Registration Number:	4285788	T+L SMITTY AWARDS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	24180-96		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	01/07/2021		
Total Attachments: 4			
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QUITCLAIM AND ASSIGNMENT AGREEMENT

This Quitclaim and Assignment Agreement (this “Agreement”) is made and effective as of January 5, 2021, by TI Inc. Affluent Media Group, a New York corporation (“Assignor”), for the benefit of Travel + Leisure Holdco, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor was the registrant of the trademarks set forth on Exhibit A hereto (each, a “Trademark”) prior to such Trademarks being cancelled and/or abandoned;

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Meredith Corporation, TI Gotham, Inc., Assignor, Assignee and Wyndham Destinations, Inc., Assignor has agreed to assign all the rights, title, and interest it has in or to the Trademarks to Assignee, and Assignor agrees to receive all of such rights, title, and interest from Assignor; and

WHEREAS, each of Assignor and Assignee desire to reflect the terms of their agreement with respect to the Trademarks herein, and the execution and delivery of this Agreement is a closing deliverable in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the covenants and obligations recited herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. **Assignment.** Assignor hereby assigns, quitclaims, and transfers to Assignee any and all right, title, and interest that Assignor has in and to the Trademarks including, without limitation, (a) any and all intellectual property rights and goodwill arising from Assignor’s use of the Trademarks and (b) the right to sue for past, present or future infringement or misappropriation of the Trademarks and to collect and retain all income, royalties and damages related to the foregoing.

2. **Future Obligations.** Assignor shall never interfere with, oppose, contest, challenge, cancel, sue or attack in any way Assignee’s interest in the Trademarks.

3. **Further Actions.** Assignor covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Agreement.

4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, ASSIGNOR ASSIGNS THE TRADEMARKS TO ASSIGNEE “AS IS,” AND ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF TITLE, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

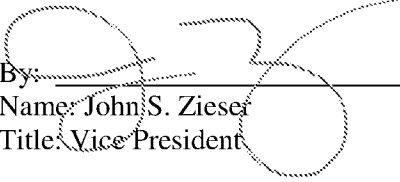
5. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned below has executed this Quitclaim and Assignment Agreement as of the date first above written.

ASSIGNOR:

TI INC. AFFLUENT MEDIA GROUP

By: 
Name: John S. Zieser
Title: Vice President

IN WITNESS WHEREOF, the undersigned below has executed this Quitclaim and Assignment Agreement as of the date first above written.

ASSIGNEE:

TRAVEL + LEISURE HOLDCO, LLC

By: 

Name: Michael D. Brown

Title: Authorized Signatory

EXHIBIT A

TRADEMARKS

Mark/Name	App. No./Reg. No.	Jurisdiction	Registration Date	Status/Disclaimer	Owner
SMITTY	RN: 4275757 SN: 85650676	United States of America	January 15, 2013	Cancelled - Sec. 8, August 16, 2019 (Abandoned)	Ti Inc. Affluent Media Group (New York Corp.)
T+L SMITTY AWARDS and Design 	RN: 4285788 SN: 85650689	United States of America	February 5, 2013	Cancelled - Sec. 8, September 6, 2019 Disclaimer: "AWARDS" (Abandoned)	Ti Inc. Affluent Media Group (New York Corp.)