

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ovation Travel Group, Inc.		01/21/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Ovation Travel, LLC		
Street Address:	666 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4941205	LAWYERS TRAVEL	
Registration Number:	4376886	LAWYERS TRAVEL	
Registration Number:	1750450	LAWFARE	
Registration Number:	5052790	OVATION	
Registration Number:	5792661	OVATION TRAVEL GROUP	
Registration Number:	3204419	OVATION TRAVEL GROUP	
Registration Number:	4248345	OVATION VACATIONS	
CORRESPONDENCE DATA			
Fax Number:	9738484001		
<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:	973-848-4128		
Email:	patricia.foley@klgates.com		
Correspondent Name:	Andrew J. Hollander		
Address Line 1:	K&L Gates LLP		
Address Line 2:	One Newark Center, 10th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
NAME OF SUBMITTER:	Andrew J. Hollander		
SIGNATURE:	/Andrew J. Hollander/		
DATE SIGNED:	01/29/2021		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of January 21, 2021 ("Effective Date"), by and among Ovation Travel Group, Inc., a New York corporation with a principal place of business at 666 Third Avenue, New York, NY 10017 (the "Assignor"), and Ovation Travel, LLC, a Delaware limited liability company with a principal place of business at 666 Third Avenue, New York, NY 10017 ("Assignee," and together with Assignor, each a "Party" and collectively, the "Parties"). Defined terms used but not otherwise defined herein have the meanings set forth in the MIPA (as defined below).

WHEREAS, Assignor and Assignee, among others, are parties to that certain Membership Interest Purchase Agreement, dated as of January 21, 2021 ("MIPA"), pursuant to which Assignor has, among other things, agreed to contribute, transfer, assign, convey and deliver to Assignee, among other assets, certain intellectual property of Assignor, including the trademark registrations and/or applications, including all issuances, extensions, and renewals thereof, set forth on Schedule A attached hereto (the "Transferred Trademarks"); and

WHEREAS, under the terms of the MIPA, Assignor has agreed to execute and deliver this Assignment, including for purposes of recording with the United States Patent and Trademark Office and the United Kingdom Intellectual Property Office.

NOW, THEREFORE, the Parties agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

1. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers to Assignee all its right, title and interest in and to (a) the Transferred Trademarks; (b) all goodwill associated therewith; (c) all rights of any kind whatsoever of Assignor accruing under any of the Transferred Trademarks by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter receivable with respect to any and all of the Transferred Trademarks; and (e) all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default with respect to the Transferred Trademarks, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the United Kingdom Intellectual Property Office to record this Assignment upon request by Assignee. Following the date hereof, Assignor agrees to execute and deliver as soon as reasonably practicable such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Assignment.

3. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the MIPA. The representations, warranties, covenants, agreements, and indemnities contained in the MIPA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. The Parties agree that, in the event of any discrepancy or inconsistency, the terms of the MIPA shall prevail over the terms of this Assignment, or any document entered into pursuant to this Assignment.

4. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Assignment shall have no effect and neither Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the Parties to the terms of this Assignment. Except as otherwise expressly provided herein, nothing expressed or referred to in this Assignment will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Assignment or any provision of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

[Signatures on Next Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

OVATION TRAVEL GROUP, INC.

Paul Metselaar

Signature

Paul Metselaar

Print Name

CEO and Chairman

Title

OVATION TRAVEL, LLC

Sunil Mahtani

Signature

Sunil Mahtani

Print Name

Secretary and Treasurer

Title

SCHEDULE A

TRANSFERRED TRADEMARKS

United States Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date
LAWYERS TRAVEL	86/751937	09-Sep-2015	4941205	19-Apr-2016
LAWYERS TRAVEL (and Design)	85/265038	11-Mar-2011	4376886	30-Jul-2013
LAWFARE	74/253740	09-Mar-1992	1750450	02-Feb-1993
OVATION	86/751933	09-Sep-2015	5052790	04-Oct-2016
OVATION TRAVEL GROUP	88/178529	01-Nov-2018	5792661	02-Jul-2019
OVATION TRAVEL GROUP (and Design)	78/434533	14-Jun-2004	3204419	30-Jan-2007
OVATION VACATIONS	85/300088	20-Apr-2011	4248345	27-Nov-2012

Ex-United States Trademarks

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
LAWYERS TRAVEL	United Kingdom	3319781	22-Jun-2018	3319781	21-Sep-2018
LAWYERS TRAVEL (and Design)	United Kingdom	3319784	22-Jun-2018	3319784	05-Oct-2018

Unregistered Trademarks

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