

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/23/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World Incentives, Inc.		06/10/2021	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Cynthia May Niemczyk-Hodges
Street Address:	55 Old Bedford Road
Internal Address:	Suite 300
City:	Lincoln
State/Country:	MASSACHUSETTS
Postal Code:	01773
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Wayne Bradley Hodges
Street Address:	55 Old Bedford Road
Internal Address:	Suite 300
City:	Lincoln
State/Country:	MASSACHUSETTS
Postal Code:	01773
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4428078	CAREFREE LUXURY ESCAPES
Registration Number:	4330108	CAREFREE LUXURY ESCAPES

CORRESPONDENCE DATA

Fax Number: 3102556200

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.

Phone: 3102556100

Email: patentsandtrademarks@ffslaw.com

Correspondent Name: Mark B. Mizrahi

Address Line 1: 1888 Century Park East

TRADEMARK

Address Line 2: 15th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 27165-200

NAME OF SUBMITTER: Mark B. Mizrahi

SIGNATURE: /mark b. mizrahi/

DATE SIGNED: 07/12/2021

Total Attachments: 2

source=Nunc Pro Tunc Assignment CAREFREE LUXURY ESCAPES#page1.tif

source=Nunc Pro Tunc Assignment CAREFREE LUXURY ESCAPES#page2.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment ("Agreement"), having an effective date of October 23, 2020 (hereinafter the "Effective Date"), is entered into by and between **World Incentives, Inc.**, a Massachusetts corporation (hereinafter known as "Assignor"), on the one hand, and Cynthia May Niemczyk-Hodges and Wayne Bradley Hodges (hereinafter "Assignees"), on the other hand. For purposes of this Agreement, Assignor and Assignee may be referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, prior to and up to the Effective Date, Assignor was the sole owner of all right, title and interest in and to the <carefreeluxuryescapes.com> and <carefreeluxuryescape.com> domain names (hereinafter the "Domains"), and the trademark CAREFREE LUXURY ESCAPES, and any and all such trademarks that convey a similar commercial impression thereto, e.g., LUXURY ESCAPES, and all stylized versions thereof, used in connection with Assignor's business, together with United States Trademark Registration Nos. 4428078 and 4330108 therefor, (hereinafter, collectively the "Trademark"), used in connection with the services offered by Assignor under the Trademark including without limitation the services described in such registrations (hereinafter, collectively the "Services"), together with the goodwill of the business symbolized by the Trademark; and

WHEREAS, on or about October 26, 2020, Assignor was voluntarily dissolved;

WHEREAS, prior to dissolution of Assignor, Assignees were the sole principals and shareholders of Assignor; and

WHEREAS, on the Effective Date, prior to dissolution of Assignor, Assignor orally assigned to Assignees Assignor's entire right, title, and interest in and to the Domains and the Trademark and all goodwill of the business symbolized by the mark; and

WHEREAS, the Parties desire to formally document Assignees' acquisition of the entire right, title, and interest in and to the domains and the Trademark and all goodwill of the business symbolized by the mark, as of the Effective Date.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignees, *nunc pro tunc* as of the Effective Date hereof, all right, title and interest in and to the Domains and the Trademark, together with United States Trademark Registration Nos. 4428078 and 4330108 therefor, and the good will of the business symbolized thereby, or portion thereof, to which the mark pertains, and together with all claims for damages by reason of past infringement thereof or act of unfair competition relating thereto, with the right to sue for damages, and collect the same for Assignees' own use and benefit, and for the use and benefit of their successors, assigns, and legal representatives.

All of the recitals referred to in this Agreement are made a part hereof and incorporated in this Agreement by this reference.

* * *



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the first date appearing hereinabove.

ASSIGNOR

World Incentives, Inc., a Massachusetts corporation
("Assignor")

By: 

Name: Cynthia M. Niemczyk-Hodges

Title: President and CEO

Date: 6-10-2021

ASSIGNEES

Cynthia M. Niemczyk-Hodges, an individual ("Assignee")

By: 

Name: Cynthia M. Niemczyk-Hodges

Date: 6-10-2021

Wayne Bradley Hodges, an individual ("Assignee")

By: 

Name: Wayne Bradley Hodges

Date: 6-10-2021