

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663429

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|---|--|--|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| St. Barth Properties, Inc. | | 07/23/2021 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Nocturne SBP, LLC | | |
| Street Address: | 1521 Westbranch Drive, Suite 200 | | |
| City: | McLean | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22101 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2447432 | LIVE YOUR DREAM | |
| Registration Number: | 2343427 | ST. BARTH PROPERTIES | |
| Registration Number: | 2374982 | ST. BARTH PROPERTIES "LIVE YOUR DREAM" | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024202201 | | |
| <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: | 2024202200 | | |
| Email: | AWeaver@BlankRome.com | | |
| Correspondent Name: | Blank Rome LLP | | |
| Address Line 1: | 1825 Eye Street, NW | | |
| Address Line 4: | Washington, D.C. 20006 | | |
| ATTORNEY DOCKET NUMBER: | 200729-00069 | | |
| NAME OF SUBMITTER: | Megan R. Wood | | |
| SIGNATURE: | /Megan R. Wood/ | | |
| DATE SIGNED: | 07/29/2021 | | |
| Total Attachments: 5 | | | |
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| source=20072900069Assign#page2.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is made and entered into as of the 23 day of July 2021 by and between St. Barth Properties, Inc., a Massachusetts corporation (“Assignor”), and Nocturne SBP, LLC, a Delaware limited liability company, having an address at 1521 Westbranch Drive, Suite 200, McLean, VA 22101 (“Assignee”).

This Assignment is made pursuant to that certain Stock and Asset Purchase Agreement (the “Stock and Asset Purchase Agreement”), dated as of July 23, 2021, by and between Assignor, St. Barth Dream Vacations, SARL (the “Company”), the several Stockholders of the Company, and Assignee, concerning the sale and purchase of substantially all of the assets used or held for use by Seller in the Business. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Stock and Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Stock and Asset Purchase Agreement, and pursuant to the terms of the Stock and Asset Purchase Agreement:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Seller Intellectual Property including any derivatives or modifications, in the United States and all countries throughout the world, including but not limited to the Intellectual Property set forth on the Schedule attached hereto, together with any and all applications therefor and inventions described therein and all prior patent applications filed thereon and all non-provisional applications for patent that are converted from or claim priority to said applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all patents in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations, other rights from administrative proceedings and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, and all revisions thereof, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, any and all rights of recovery based on past and future infringement of the Seller Intellectual Property and the goodwill symbolized by the Marks included in the Seller Intellectual Property, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever.

2. Domain Name Transfer. Assignor further agrees that within twenty four (24) hours after the parties execute this Assignment, Assignor shall commence transfer of ownership of the domain names to Assignee in accordance with the on-line procedures provided by the registrar of the domain names. Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the ownership transfer. Assignor shall provide written acknowledgment confirming completion of the transfer of ownership to Assignee of each domain name within ten (10) business days of the date of this Assignment.

3. Further Action. Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful

documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of these intellectual property assets. Assignee shall be responsible for all fees for recordation of this Assignment. Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

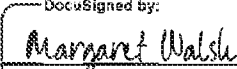
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. Signatures delivered by facsimile, Adobe “portable document format” (.pdf) or any other electronic means will be deemed to be and will be treated for all purposes as original signature pages.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this 23 day of July 2021.

ASSIGNOR:

St. Barth Properties, Inc.

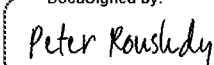
By: 
Name: Margaret Walsh
Title: President

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this 23 day of July 2021.

ASSIGNEE:


Nocturne SBP, LLC

DocuSigned by:
By: 
Name: Peter Roushdy
Title: Manager

[Signature Page to IP Assignment Agreement]

SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Registered Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>Application Number/ Registration Number</u> | <u>Application Date/ Registration Date</u> |
|---|----------------|--|--|
| LIVE YOUR DREAM | U.S. | 75/718,460 2,447,432 | 06/01/1999 05/01/2001 |
| ST. BARTH PROPERTIES | U.S. | 75/711,407 2,343,427 | 05/21/1999 04/18/2000 |
|  ST. BARTH PROPERTIES LIVE YOUR DREAM | U.S. | 75/733,055 2,374,982 | 06/21/1999 08/08/2000 |