

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Expedia, Inc.		04/01/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Classic Vacations, LLC		
Street Address:	5893 Rue Ferrari		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95138		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2942278	CLASSIC VACATIONS	
Registration Number:	3370647	CLASSIC VACATIONS	
Registration Number:	2502237	CLASSIC MEXICO	
Registration Number:	3008801	CLASSIC INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2155127467		
Email:	frankenfieldb@ballardspahr.com		
Correspondent Name:	Beth Frankenfield, Ballard Spahr LLP		
Address Line 1:	1735 Market Street 51st Fl.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Beth Frankenfield		
SIGNATURE:	/Beth Frankenfield/		
DATE SIGNED:	10/05/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”) dated as of April 1, 2021, is entered into by and between Expedia, Inc., a Washington corporation (“Assignor”), and Classic Vacations, LLC, a Nevada limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have their respective meanings as set forth in the MIPA (as defined below).

WHEREAS, Assignor is the registered owner of the trademarks set forth on Exhibit A hereto (the “Assigned Marks”) and domain names set forth on Exhibit B hereto (the “Assigned Domains”), both of which are registered by Assignor for the benefit of and used by Assignee in connection with the business of Assignee;

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of December 22, 2020, by and among Assignor, Assignee, and CV Acquisition 1220, LLC, a Delaware limited liability company (“Purchaser”) (as amended, restated, supplemented or otherwise modified from time to time, the “MIPA”), Assignor agreed to sell to Purchaser, and Purchaser agreed to purchase from Assignor, subject to the terms, conditions, and exclusions set forth therein, the Purchased Interests; and

WHEREAS, prior to the consummation of the transactions contemplated by the MIPA, Assignor wishes to assign all of its right, title and interest in the Assigned Marks and the Assigned Domains to Assignee, and Assignee desires to accept the assignment of the Assigned Marks and the Assigned Domains.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby irrevocably transfers, conveys, assigns, and delivers to Assignee, its successors and assigns, all worldwide right, title and interest in and to the Assigned Marks and the Assigned Domains (including any common law rights that may exist and are associated therewith), together with the goodwill of the business of Assignee symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, assigns or legal representatives including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Assigned Marks and/or the Assigned Domains, along with the right to sue for past infringements or other unauthorized use and collect same for Assignee’s sole use and enjoyment (the “Assignment”). The parties acknowledge and agree that (i) the Assignment applies only to any intangible rights associated with the Assigned Marks and the Assigned Domains (the “Intangible Rights”), (ii) any tangible manifestations of the Intangible Rights (the “Tangible Manifestations”), to the extent transferred in connection with the Assignment, are transferred incidentally to the transfer of the Intangible Rights and are of no value and (iii) no compensation has been paid or will be paid in respect of any Tangible Manifestations, to the extent any are in fact transferred in connection with the Assignment.

2. Recordal of the Assigned Marks. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be reasonably necessary to make a record with any governmental authorities of Assignee's ownership of all right, title and interest in and to the Assigned Marks and the goodwill associated therewith. Assignor does hereby authorize the United States Patent and Trademark Office or other jurisdiction whose duty it is record trademark registrations, applications and titles thereto, to record the Assigned Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.
3. Transfer of the Assigned Domains. Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring and updating the registrations for all Assigned Domains, including as applicable, placing each of the Assigned Domains in "unlocked" status and providing to Assignee the Internet domain name registrars' transfer authorization codes for each of the Assigned Domains and any other information required to effectuate the transfer of Assignor's right, title and interest in the Assigned Domains, together with all registrations therefor, to Assignee.
4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted herein including without limitation, upon request by Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned Marks and the Assigned Domains in all jurisdictions and to record Assignee as owner of the Assigned Marks and the Assigned Domains, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

[Signature Page Follows]

The parties hereto have caused this Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EXPEDIA, INC.

DocuSigned by:
Michael Marron
By: _____
Name: Michael Marron
Title: Senior Vice President, Legal and Assistant Secretary

CLASSIC VACATIONS, LLC

DocuSigned by:
Michael Marron
By: _____
Name: Michael Marron
Title: Senior Vice President, Legal and Assistant Secretary

Exhibit A

Assigned Marks


Owner	Trademark	Country	Status	Serial No. Filing Date	Reg. No. Reg. Date
Expedia, Inc.	CLASSIC VACATIONS	United States of America	Registered	75731520 Jun 16, 1999	2942278 Apr 19, 2005
Expedia, Inc.	 CLASSIC VACATIONS (and design)	United States of America	Registered	78851659 Mar 31, 2006	3370647 Jan 15, 2008
Expedia, Inc.	CLASSIC MEXICO	United States of America	Registered	74716352 Aug 16, 1995	2502237 Oct 30, 2001
Expedia, Inc.	CLASSIC INSIGHTS	United States of America	Registered	78468453 Aug 17, 2004	3008801 Oct 25, 2005

Exhibit B

Assigned Domains

1. travelsmartplan.com
2. itingo.com
3. classicvacations.com
4. classicvacations.ca
5. classicvacation.ca
6. classicvacation.com
7. classicvacationgroup.com
8. classicouthpacific.com
9. classicnewzealand.com
10. classicmexico.com
11. classicitaly.com
12. classichawaii.com
13. classicgreece.com
14. classicfrance.com
15. classic europe.com
16. classicdownunder.com
17. classicassist.com
18. classicaustralia.com
19. classiccaribbean.com
20. classicamerica.com