

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avalon Waterways, Inc.		11/15/2021	Corporation: PANAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVALON WATERWAYS AG		
<b>Street Address:</b>	Marktgass 11		
<b>City:</b>	Vaduz		
<b>State/Country:</b>	LIECHTENSTEIN		
<b>Postal Code:</b>	9490		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): LIECHTENSTEIN		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3382835	AVALON ARTISTRY	
<b>Registration Number:</b>	4259220	AVALON CHOICE	
<b>Registration Number:</b>	5835472	AVALON ENVISION	
<b>Registration Number:</b>	4415469	AVALON EXPRESSION	
<b>Registration Number:</b>	5233419	AVALON FRESH	
<b>Registration Number:</b>	4580738	AVALON ILLUMINATION	
<b>Registration Number:</b>	3370474	AVALON IMAGERY	
<b>Registration Number:</b>	4989538	AVALON PASSION	
<b>Registration Number:</b>	3276753	AVALON POETRY	
<b>Registration Number:</b>	3259260	AVALON TAPESTRY	
<b>Registration Number:</b>	3574044	AVALON TRANQUILITY	
<b>Registration Number:</b>	4191364	AVALON VISIONARY	
<b>Registration Number:</b>	3075146	AVALON WATERWAYS	
<b>Registration Number:</b>	5557447	FLEXDINING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038630223		
<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>			
<b>Phone:</b>	3038639700		

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**Email:** mtrudell@sheridanross.com  
**Correspondent Name:** Miriam D. Trudell  
**Address Line 1:** 1560 Broadway  
**Address Line 2:** Suite 1200  
**Address Line 4:** Denver, COLORADO 80202

**ATTORNEY DOCKET NUMBER:** 6448AW-36

**DOMESTIC REPRESENTATIVE**

**Name:** Miriam D. Trudell  
**Address Line 1:** 1560 Broadway  
**Address Line 2:** Suite 1200  
**Address Line 4:** Denver, COLORADO 80202

**NAME OF SUBMITTER:** Miriam D. Trudell, Sheridan Ross P.C.

**SIGNATURE:** /Miriam D. Trudell/

**DATE SIGNED:** 11/30/2021

**Total Attachments: 6**

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source=Assignment Agreement AVALON - SIGNED#page2.tif  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is by and between Avalon Waterways Inc., a company registered in the Republic of Panama with registered office at Sucre, Arias & Reyes Building, Ricardo Arango Avenue and 61<sup>st</sup> Street, Obarrio, Panama ("Assignor") and AVALON WATERWAYS AG, a company registered in Liechtenstein, HR-Nummer (Register Number) FL- 0002.668.532-0 with registered office c/o Ganten Trustees Ltd at Marktgass 11, 9490, Vaduz, Liechtenstein ("Assignee") and is effective as of November 1, 2021 (the "Effective Date"). The terms "Party" and "Parties" shall mean Assignor and Assignee individually and collectively as the context may require.

WHEREAS, the Assignor is the owner of the registered trademarks, applied for registration trademarks, or other service marks constituting distinctive trademarks in various countries worldwide (collectively the "Territories"), as listed in Exhibit A (the "Trademarks");

WHEREAS, the Assignee wishes to obtain the assignment of all rights in the Trademarks in the Territories and the Assignor wishes to convey those rights to the Assignee;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. In consideration of the sum of USD 10.00 (Ten US Dollars), the Assignor irrevocably assigns, grants and transfers to the Assignee, all of the Assignor's worldwide right, title, and interest in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made (the "Assignment").

2. Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments conveyances assurances and such other documents as may be reasonably be requested by the Assignee to (i) obtain the full benefit this Agreement; and/or (ii) implement these assurances; including, without limitation, in connection with the recording of this Agreement in the various Trademark Offices worldwide and the execution of powers of attorney in favour of the Assignee.

3. Domain Names. The Assignment will include any right on the Trademarks' related Domain Names including sub-domains.

4. Representations and Warranties.

- a. The Assignor represents and warrants that it has the full right to convey the entire right, title and interest herein assigned (including any common law rights and goodwill that may exist in the Trademarks) subject only to the non-exclusive licence referred to in b. below, and that it will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.
- b. The Parties acknowledge that the Trademarks are subject to a non-exclusive license agreement dated 20th May 2011 now with Tourama Voyages International SA, 2, Boulevard de la Foire, L-1528 Luxembourg (as "Licensee") (the "Licence"), and that the Assignment is subject to the Licence unless and until such Licence is terminated or renewed by agreement between the Licensee and the Assignee.

5. Miscellaneous.

- a. Entire Understanding. This Agreement embodies the entire understanding of the Parties with respect to the subject matter and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.
- b. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if sent by email, personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, or mailed by certified or registered mail, return receipt requested to a Party at the address set forth below or such other address as a Party last provided to the other by written notice:

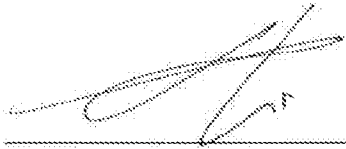
If to Assignor: Avv. Fabio Gaggini – General Proxy Holder  
Via Balestra 2  
6900 Lugano  
Switzerland  
Email: [fabio.gaggini@gaggini-partners.ch](mailto:fabio.gaggini@gaggini-partners.ch)

If to Assignee: Mr. Christian Wille  
Ganten Trustees Ltd.  
Marktgass 11  
9490 Vaduz, Liechtenstein  
E-Mail: [christian.wille@gantengroup.com](mailto:christian.wille@gantengroup.com)

- c. Waiver of Breach. The waiver of either Party of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- d. Severability. If any provision or clause of this Agreement as applied to any Party shall be judged by any court to be invalid or unenforceable that judgement shall in no manner affect any other provision of this Agreement, the application of such provision to any other circumstances or the validity or enforceability of this Agreement and shall have no effect on this Agreement in other jurisdictions.
- e. Modifications. Any amendment or modification of this Agreement must be in a writing signed by both Parties in order to be effective.
- f. Governing Law. This Agreement shall be governed by the law of the Principality of Liechtenstein and shall be subject to the exclusive jurisdiction of the civil courts of Vaduz.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on *November 15<sup>th</sup> 2021*

Signed on behalf of  
AVALON WATERWAYS INC.



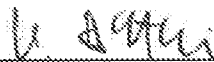
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Signed on behalf of  
AVALON WATERWAYS AG



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Christian Wille



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Martin Batliner



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Klaus D. Stark

**Exhibit A**

**Trademarks:**

Trademark	Classes	Country	Registration No.	Owner
AVALON AFFINITY	16,35,39,43	CAN	TMA772527	Avalon Waterways Inc.
AVALON AFFINITY	39	AUS	1211913	Avalon Waterways Inc.
AVALON AFFINITY	39	NZL	780016	Avalon Waterways Inc.
AVALON AFFINITY	16,39,43	EU	6438378	Avalon Waterways Inc.
AVALON AFFINITY	16,39,43	UK	00906438378	Avalon Waterways Inc.
AVALON ANGKOR	39,43	CAN	TMA833686	Avalon Waterways Inc.
AVALON ARTISTRY	39	AUS	1046811	Avalon Waterways Inc.
AVALON ARTISTRY	39	NZL	726887	Avalon Waterways Inc.
AVALON ARTISTRY	39	CAN	TMA710591	Avalon Waterways Inc.
AVALON ARTISTRY	39	EU	4311817	Avalon Waterways Inc.
AVALON ARTISTRY	39	UK	00904311817	Avalon Waterways Inc.
AVALON ARTISTRY	39	USA	3382635	Avalon Waterways Inc.
AVALON CHOICE	39	USA	4259220	Avalon Waterways Inc.
AVALON CREATIVITY	16,35,39,43	CAN	TMA772551	Avalon Waterways Inc.
AVALON CREATIVITY	39	AUS	1211912	Avalon Waterways Inc.
AVALON CREATIVITY	39	NZL	780015	Avalon Waterways Inc.
AVALON CREATIVITY	16,39,43	EU	6438361	Avalon Waterways Inc.
AVALON CREATIVITY	16,39,43	UK	00906438361	Avalon Waterways Inc.
AVALON ENVISION	39	USA	5835472	Avalon Waterways Inc.
AVALON ENVISION	39	CAN	TMA1063233	Avalon Waterways Inc.
AVALON ENVISION	39	AUS	1890043	Avalon Waterways Inc.
AVALON ENVISION	39	NZL	1081633	Avalon Waterways Inc.
AVALON ENVISION	39	EU	17513995	Avalon Waterways Inc.
AVALON ENVISION	39	UK	00917513995	Avalon Waterways Inc.
AVALON EUROPE	39,41,43	EU	17911765	Avalon Waterways Inc.
AVALON EUROPE	39,41,43	UK	00917911765	Avalon Waterways Inc.
AVALON EXPRESSION	39	USA	4415469	Avalon Waterways Inc.
AVALON EXPRESSION	39	CAN	TMA853775	Avalon Waterways Inc.
AVALON EXPRESSION	39	AUS	1473090	Avalon Waterways Inc.
AVALON EXPRESSION	39	NZL	953776	Avalon Waterways Inc.
AVALON EXPRESSION	16,39,43	EU	10614063	Avalon Waterways Inc.
AVALON EXPRESSION	16,39,43	UK	00910614063	Avalon Waterways Inc.
AVALON FELICITY	16,39,43	CAN	TMA772657	Avalon Waterways Inc.
AVALON FRESH	39	USA	5233419	Avalon Waterways Inc.
AVALON FRESH	39	CAN	TMA978554	Avalon Waterways Inc.
AVALON FRESH	39	AUS	1749861	Avalon Waterways Inc.
AVALON FRESH	39	NZL	1036535	Avalon Waterways Inc.
AVALON ILLUMINATION	39	USA	4580738	Avalon Waterways Inc.
AVALON ILLUMINATION	39	CAN	TMA885627	Avalon Waterways Inc.
AVALON ILLUMINATION	39	AUS	1513938	Avalon Waterways Inc.
AVALON ILLUMINATION	39	NZL	965285	Avalon Waterways Inc.

AVALON ILLUMINATION	16,39,43	EU	11167871	Avalon Waterways Inc.
AVALON ILLUMINATION	16,39,43	UK	00911167871	Avalon Waterways Inc.
AVALON IMAGERY	39	USA	3370474	Avalon Waterways Inc.
AVALON IMAGERY	39	AUS	1086716	Avalon Waterways Inc.
AVALON IMAGERY	16,35,39,43	CAN	TMA719089	Avalon Waterways Inc.
AVALON IMAGERY	16,39,43	EU	4731411	Avalon Waterways Inc.
AVALON IMAGERY	16,39,43	UK	00904731411	Avalon Waterways Inc.
AVALON IMAGERY	39	NZL	739056	Avalon Waterways Inc.
AVALON LUMINARY	16,39,43	CAN	TMA792204	Avalon Waterways Inc.
AVALON PASSION	16,39,43	EU	13611363	Avalon Waterways Inc.
AVALON PASSION	16,39,43	UK	00913611363	Avalon Waterways Inc.
AVALON PASSION	39	AUS	1667491	Avalon Waterways Inc.
AVALON PASSION	39	NZL	1011716	Avalon Waterways Inc.
AVALON PASSION	39	USA	4989538	Avalon Waterways Inc.
AVALON PASSION	39	CAN	TMA941423	Avalon Waterways Inc.
AVALON POETRY	39	AUS	1046810	Avalon Waterways Inc.
AVALON POETRY	39	NZL	726886	Avalon Waterways Inc.
AVALON POETRY	39	CAN	TMA710593	Avalon Waterways Inc.
AVALON POETRY	39	EU	4311791	Avalon Waterways Inc.
AVALON POETRY	39	UK	00904311791	Avalon Waterways Inc.
AVALON POETRY	39	USA	3276753	Avalon Waterways Inc.
AVALON SCENERY	16,39,43	CAN	TMA720906	Avalon Waterways Inc.
AVALON SCENERY	16,39,43	EU	5742499	Avalon Waterways Inc.
AVALON SCENERY	16,39,43	UK	00905742499	Avalon Waterways Inc.
AVALON SCENERY	39	AUS	1165870	Avalon Waterways Inc.
AVALON SCENERY	39	NZL	764905	Avalon Waterways Inc.
AVALON TAPESTRY	39	AUS	1046812	Avalon Waterways Inc.
AVALON TAPESTRY	39	NZL	726885	Avalon Waterways Inc.
AVALON TAPESTRY	39	CAN	TMA710595	Avalon Waterways Inc.
AVALON TAPESTRY	39	EU	4311775	Avalon Waterways Inc.
AVALON TAPESTRY	39	UK	00904311775	Avalon Waterways Inc.
AVALON TAPESTRY	39	USA	3259260	Avalon Waterways Inc.
AVALON TRANQUILITY	39,43	USA	3574044	Avalon Waterways Inc.
AVALON TRANQUILITY	39	AUS	1099709	Avalon Waterways Inc.
AVALON TRANQUILITY	39	NZL	743072	Avalon Waterways Inc.
AVALON TRANQUILITY	16,35,39,43	CAN	TMA735797	Avalon Waterways Inc.
AVALON TRANQUILITY	16,39,43	EU	4927539	Avalon Waterways Inc.
AVALON TRANQUILITY	16,39,43	UK	00904927539	Avalon Waterways Inc.
AVALON VIEW	39	CAN	TMA1063231	Avalon Waterways Inc.
AVALON VIEW	39	AUS	1941372	Avalon Waterways Inc.
AVALON VIEW	39	NZL	1097777	Avalon Waterways Inc.
AVALON VIEW	39	EU	17929944	Avalon Waterways Inc.
AVALON VIEW	39	UK	00917929944	Avalon Waterways Inc.
AVALON VISIONARY	39	USA	4191364	Avalon Waterways Inc.
AVALON VISIONARY	39,43	CAN	TMA853776	Avalon Waterways Inc.
AVALON VISIONARY	39	AUS	1400555	Avalon Waterways Inc.
AVALON VISIONARY	39	NZL	834945	Avalon Waterways Inc.

AVALON WATERWAYS	39,41	CAN	TMA683130	Avalon Waterways Inc.
AVALON WATERWAYS	39,43	AUS	976109	Avalon Waterways Inc.
AVALON WATERWAYS	39,43	NZL	704599	Avalon Waterways Inc.
AVALON WATERWAYS	39	USA	3075146	Avalon Waterways Inc.
AVALON WATERWAYS	16,39,43	EU	3736832	Avalon Waterways Inc.
AVALON WATERWAYS	16,39,43	UK	00903736832	Avalon Waterways Inc.
AVALON WATERWAYS	16,39,43	CH	555951	Avalon Waterways Inc.
AVALON WATERWAYS	39	INDIA	1486538	Avalon Waterways Inc.
FLEXDINING	39	USA	5557447	Avalon Waterways Inc.
AVALON FLEX DINING	39	CAN		Avalon Waterways Inc.
AVALON FLEXDINING	39	AUS	1910019	Avalon Waterways Inc.
FLEXDINING	39	NZL	1087870	Avalon Waterways Inc.
FLEXDINING	39	UK	3283894	Avalon Waterways Inc.