

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Casiola LLC		07/31/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Casiola Worldwide LLC		
Street Address:	14500 Velleux Dr.		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32837		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6612422		
Registration Number:	6612416		
Registration Number:	6057604	CASIOLA	
Registration Number:	6046187	VACATION HOMES YOU'LL LOVE	
Registration Number:	6046073	VACATION HOMES YOU'LL LOVE	
Registration Number:	5468104		
Registration Number:	4623848	CASIOLA	
Serial Number:	88619878	CASIOLA	
Serial Number:	88598470	VACATION HOMES YOU'LL LOVE	
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:	3212621146		
Email:	skeough@yourtrademarkdefender.com		
Correspondent Name:	Shaun Keough		
Address Line 1:	3505 Lake Lynda Dr., Suite 200		
Address Line 4:	Orlando, FLORIDA 32817		
NAME OF SUBMITTER:	Shaun Keough		

OP \$240.00 6612422

SIGNATURE:	/Shaun Keough/
DATE SIGNED:	04/13/2022
Total Attachments: 5 source=Trademark Assignment Recordation Document#page1.tif source=Trademark Assignment Recordation Document#page2.tif source=Trademark Assignment Recordation Document#page3.tif source=Trademark Assignment Recordation Document#page4.tif source=Trademark Assignment Recordation Document#page5.tif	

KEY ASSET PURCHASE AGREEMENT

This **KEY ASSET PURCHASE AGREEMENT** (this "**Agreement**") is made and entered into as of July 31st, 2021, by and between CASIOLA LLC, ("**Seller**") and CASIOLA WORLDWIDE LLC, ("**Buyer**" and collectively, "**The Parties**").

RECITALS

Seller is engaged in the vacation rental management business. Buyer desires to purchase certain assets of Seller which are connected to Sellers vacation rental management business and Seller desires to sell the same to Buyer.

Seller desires to enter this agreement to facilitate a long-term plan involving licensing and for additional reasons including sharing of ownership and profit in a manner different than as with Seller and to do so in a confidential manner.

Seller currently owns or has the right to certain tangible and intangible assets including certain Intellectual Property Rights identified hereto (the "**Assets**").

THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: PURCHASE AND SALE OF ASSETS

1. Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all liens, claims, and encumbrances of any nature

whatsoever and including all right, title, and interest in and to the following listed Assets:

- (a) All tangible assets including furniture, furnishings, contents, equipment, electronics, computers, computer equipment, electronic devices, fixtures, non-fixtures, marketing materials, collateral material, and other printed materials, office supplies, and office equipment.
- (b) All Fictitious names including those listed in Exhibit A- Fictitious Name Registrations, attached hereto, as well as any similar registered and unregistered names.
- (c) All domains including those listed the attached Exhibit B- Registered Domains, as well as any other domains registered by any party for the benefit of Seller.
- (d) All email accounts including those associated with the listed domains, as well as any similar domains registered by any party for the benefit of Casiola.
- (e) All websites associated with the aforementioned domains.
- (f) All phone numbers including those listed in Exhibit C; Phone Numbers, attached hereto.
- (g) All trademarks, including those listed in Exhibit D: Trademarks and Service Marks, attached hereto, as well as any other unregistered trademarks and service marks.
- (h) All copyrighted materials, whether formally copyrighted or merely subject to a reasonable claim of copyright.
- (i) Any and all of the following, if associated with the assets:
 - 1) Intellectual Property, associated goodwill, related licenses, and other rights, including those that could be reasonably considered as having proprietary value.

- 2) All books, all records, documents and all creative, advertising, promotional materials, electronic, printed, and written materials.
 - 3) All passwords and digital assets.
2. Definition of Intellectual Property Rights. The term “Intellectual Property Rights” means all (i) patents, patent applications, patent disclosures and inventions, (ii) Internet Domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works, financial and marketing plans and customer and supplier lists and information, and (vii) copies and tangible embodiments thereof (in whatever form or medium).
3. The listed assets are to the exclusion of assets listed in Schedule 1 (Excluded Assets), unassignable contracts, and any item not related to the business.
4. The transfer of assets shall include any assets for which the legal name was not correctly transferred and any ambiguity shall be construed in favor of transfer.

Governing Law. This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the State of Florida, without giving effect to any choice or conflict of Law provision or rule that would cause the application of the Laws of any other jurisdiction.

ARTICLE VIII: REQUIRED NOTICES

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally, by facsimile followed promptly by written confirmation or sent by overnight courier, registered or certified mail, postage prepaid, addressed as follows or to such other address of which the parties may have given notice:

To: DENNIS GOEDHEID
6751 Forum Drive
Suite 230
Orlando, FL 32821

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by duly authorized signatories.

DocuSigned by:
Dennis Goedheid
84721134F3E447A...

7/31/2021

Dennis Goedheid as President and AMBR of Casiola LLC

Date

DocuSigned by:
Theo Goedheid
00F2BBF2C982493...

7/31/2021

Theo Goedheid, as Manager of Casiola Worldwide LLC

Date