

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767890

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900714681		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TravAllianceMedia, LLC		01/14/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Passport Online, Inc.		
Street Address:	10300 SW Greenburg Rd		
Internal Address:	Suite 240		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97223		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4246693	AGENT STUDIO	
CORRESPONDENCE DATA			
Fax Number:	5032962373		
<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:	503-799-9745		
Email:	ganolemoine@lemoinefirm.com		
Correspondent Name:	Gano Lemoine		
Address Line 1:	60447 Snap Shot Loop		
Address Line 4:	Bend, OREGON 97702		
NAME OF SUBMITTER:	Gano Lemoine		
SIGNATURE:	/Gano Lemoine/		
DATE SIGNED:	11/15/2022		
Total Attachments: 2			
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Trademark Assignment

This Trademark Assignment ("Assignment" or "Agreement"), having an effective date of January 14, 2022, is entered into by and between TravAllianceMedia, LLC, a New Jersey limited liability company ("Assignor"), and Passport Online Inc., an Oregon corporation ("Assignee"), having an address of 10300 SW Greenberg Rd, Suite 270, Portland, Oregon 97223. Assignor and Assignee are referred to herein as the "Parties" and each as a "Party."

WHEREAS, Assignor desires to transfer, have transferred and memorialize/confirm the transfer to Assignee all of Assignor's right, title, privileges and interest, if any, in and to the name and mark AGENT STUDIO, including U.S. Reg. No. 4246693 and all goodwill appurtenant to or associated therewith (collectively, all such things are known herein as the "IP");

NOW, THEREFORE, for good and valuable consideration, the validity and sufficiency of which is hereby acknowledged and deemed sufficient, and for the matters recited in this Assignment, the Parties agree as follows:

1. *Assignment.* Assignor hereby assigns, conveys, delivers and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to the IP, together with all goodwill appurtenant thereto, all common law, statutory, state, federal foreign and international rights thereto, and all registration(s), renewal(s) and application(s) for the registration of any of the IP, whether such registration(s), renewal(s) or application(s) are made to the United States Patent and Trademark Office, United States Copyright Office, or any state, country, government, private, or foreign authority, including without limitation U.S. Reg. No. 4246693, to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

2. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement, binding upon the Parties hereto, notwithstanding that the Parties are not signatories to the original of the same counterpart. The counterparts may be executed electronically and delivered by facsimile or electronic mail, which counterparts shall be deemed originals. In any action or proceeding, any copy of this Agreement may be offered into evidence without regard to any rule of evidence to the contrary. An electronic signature or electronically scanned copy of a signature to this Agreement shall be deemed and treated for all purposes to be as valid as an original signature hereto.

3. This Agreement shall be governed by the laws of the State of New York, and to the extent applicable, federal US law, without regard to conflict of laws principles. Any disputes concerning or arising under this Agreement shall be exclusively resolved in a court, federal or state, in New York, and each Party consents to the jurisdiction of such courts for the resolution of such dispute. Each Party will not initiate any litigation against another Party concerning this Agreement in any forum other than the forums mentioned above. Each Party waives its right to a jury trial in such disputes.

4. Each of the Parties acknowledges that it has carefully read and fully understands all of the provisions of this Agreement; that it agrees to all of the provisions of this Agreement; that it is voluntarily entering into this Agreement; and that it has the capacity to enter into this Agreement. Each of the Parties and each person signing on behalf of one of the Parties, represents that the person signing this Agreement has the authority to execute this document and thereby bind the Party hereto on whose behalf the person is signing. This Agreement shall be construed as having been drafted by all the Parties to it, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.

5. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

6. This Agreement contains the entire understanding of the Parties relating to the subject matter hereof and supercedes any and all prior written and/or oral agreements and understandings. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties to this Agreement, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement, with exhibits.

Signed on November 11, 2022 nunc pro tunc to January 14, 2022, under seal, as follows.

TRAVALLIANCE MEDIA, LLC.
(Assignor)

By: Sheila Rice (SEAL)
Typed/Printed Name: Sheila Rice
Title: SVP, Information Products Group

PASSPORT ONLINE, INC.
(Assignee)

By: Randy G. Gorch (SEAL)
Typed/Printed Name: RANDY G. GORCH
Title: SVP

4877-9778-6302