

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alfonso Rizzuto		12/28/2022	INDIVIDUAL: CANADA
RECEIVING PARTY DATA			
Name:	Travel Management Consulting, Inc.		
Street Address:	1901 S. Meyers Rd.		
Internal Address:	#500		
City:	Oakbrook Terrace		
State/Country:	ILLINOIS		
Postal Code:	60181		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6574629	MARIVAL EMOTIONS	
Registration Number:	6574627	MARIVAL DISTINCT	
Registration Number:	6026366	MARIVAL	
CORRESPONDENCE DATA			
Fax Number:	3124449027		
<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:	3128554330		
Email:	dfumagalli@chuhak.com		
Correspondent Name:	Daniel J. Fumagalli		
Address Line 1:	120 S. Riverside Plaza		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Daniel J. Fumagalli		
SIGNATURE:	/Daniel J. Fumagalli/		
DATE SIGNED:	12/29/2022		
Total Attachments: 3			

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MEMORANDUM OF LICENSE

This Memorandum of License (this "Memorandum") is made and entered into this 28 day of December 2022 by and between ALFONSO RIZZUTO, an individual ("Licensor") and TRAVEL MANAGEMENT CONSULTING, INC., an Illinois corporation ("Licensee"). Licensor and Licensee are sometimes referred to herein individually as a "Party" and together as the "Parties." Licensor and Licensee agree to and acknowledge the following matters:

1. Licensor and Licensee entered into that certain Trademark License Agreement having an effective date of January 1, 2022, as from time to time amended and assigned, wherein Licensor has licensed to Licensee, and Licensee has licensed from Licensor, subject to the terms, covenants and conditions contained therein, those certain trademarks and the goodwill associated therewith described on Exhibit A attached hereto ("Trademarks") and made a part hereof (the "License Agreement").

2. The Trademarks are licensed to Licensee by Licensor for the period of time and upon the terms and conditions more fully set forth in the License Agreement. Said License is hereby incorporated by reference, and copies thereof are on file at the offices of Licensor and Licensee.

3. The initial term of the License commenced on January 1, 2022, and shall continue in full force and effect for a period of one (1) year, and shall automatically renew for additional one (1) year periods, unless either Party provides written notice of non-renewal to the other Party, not less than thirty (30) days prior to the expiration of any one (1) year term (the "Term"). In the event that the License Agreement is terminated, all sublicenses that may have been granted by the Licensee shall hereby be terminated.

4. The address of Licensor is: 37 Chemin de Ile Roussin, Laval, Quebec, Canada, H7R1E8.

5. The address of Licensee is: 1901 S. Meyers Rd. #500 Oakbrook Terrace, IL 60181.

6. The purpose of this Memorandum is to give record notice to all persons that Licensee has a licensed interest in and to the Trademarks pursuant to the Trademarks and of the rights and obligations created thereby, all of which are confirmed.

7. Licensee shall pay Licensor a royalty fee for the license rights as set forth in the License Agreement.

8. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the License Agreement.

9. In the event of a conflict between the terms of the License Agreement and the terms of this Memorandum, the terms of the License Agreement shall control.

10. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of License as of the day and year first above written.

LICENSOR:



ALFONSO RIZZUTO, an individual



LICENSEE:

TRAVEL MANAGEMENT CONSULTING, INC.,

By: 

Name: Alfonso Rizzuto
Title: President.

EXHIBIT A

TRADEMARKS

Alfonso Rizzuto to Travel Management Consulting, Inc				
	Seria Number	Reg Number	Word Mark	Class(es)
1	90479097	6574629	Marival Emotions	43 and 44
2	90479082	6574627	Marival Distinct	43 and 44
3	87548432	6026366	Marival	43 and 44