

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VacationFutures, LLC		04/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rented, Inc.		
Street Address:	2577 Midway Road		
City:	Decatur		
State/Country:	GEORGIA		
Postal Code:	30030		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5101192	R	
Registration Number:	5101193	RENTED R.	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kate Waterman		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	K. Waterman 75474.0001		
NAME OF SUBMITTER:	Kate Waterman		
SIGNATURE:	/Kate Waterman/		
DATE SIGNED:	02/23/2023		
Total Attachments: 11			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of April 1, 2020 at 12:01am ET (the "Effective Date"), by and among Rented, Inc., a Delaware corporation (the "Parent"), and VacationFutures, LLC., a Delaware limited liability company (the "Subsidiary").

WHEREAS, the parties desire that Subsidiary transfer, convey, assign and deliver to Parent, and Parent assume from Subsidiary, subject to the terms herein, Subsidiary's rights to the assets listed on Schedule A hereto (the "Transferred Assets") and the liabilities listed on Schedule B hereto (the "Transferred Liabilities").

NOW, THEREFORE, for and in consideration and the mutual covenants contained herein and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Assets. Subject to the terms and conditions set forth herein, Subsidiary hereby conveys, grants, transfers, assigns and delivers to Parent, and Parent does hereby acquire and accept, all of such Subsidiary's right, title and interest in and to the Transferred Assets, including any goodwill embodied thereby. Parent and Subsidiary hereby acknowledge that Parent does not acquire any of the assets other than the Transferred Assets (the "Excluded Assets") and that all such Excluded Assets shall remain the property of the Subsidiary. Excluded Assets shall include, without limitation, any and all fixed rent agreements, the Silicon Valley Bank account ending in -16, the Management and Shared Services Agreement entered into on or about March [___], 2020 between Parent and Subsidiary, and the Settlement Agreement entered into on or about March 18, 2020 by and among Parent, Subsidiary, and the other parties thereto.

2. Liabilities Not Assumed. Other than the Transferred Liabilities listed on Schedule B, which are being assumed, and notwithstanding anything otherwise in this Agreement to the contrary, Parent shall not assume, and in no event shall be deemed to have assumed, any debt, claim, obligation or other Liability of the Subsidiary, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created, whatsoever ("Excluded Liabilities").

3. [Reserved].

4. Subsidiary Representations. The Subsidiary hereby represents and warrants to Parent that the following statements are true, complete and correct as of the date hereof:

- a. The Subsidiary is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Delaware with all requisite power and authority to own, lease and operate the Transferred Assets.
- b. The Subsidiary has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Subsidiary. This Agreement has been duly and

validly executed and delivered by the Subsidiary, and constitutes the legal, valid and binding obligation of the Subsidiary, enforceable in accordance with its terms. The execution, delivery and performance by the Subsidiary of this Agreement does not, and will not, violate or constitute a default under any law or any contract or agreement to which the Subsidiary is a party.

- c. The Subsidiary has good and marketable title to the Transferred Assets. The Subsidiary conveys the Transferred Assets to Parent and hereby vests in Parent good and marketable title to the Transferred Assets, free and clear of any encumbrance or restriction of any kind, including, without limitation, any pledge, security interest, lien, charge, mortgage, hypothecation, trust, deed, easement, lease, finance lease, sublease, claim, covenant, option, condition, right of first refusal or restriction, however imposed.
- d. Each customer contract acquired by the Parent pursuant to this Agreement is in full force and effect and the legal and binding obligation of Subsidiary, enforceable in accordance with its terms against Subsidiary and, to Subsidiary's knowledge, the other party thereto. To Subsidiary's knowledge, no event of default by Subsidiary has occurred and is continuing with respect to any such contract; no event of default by the other party or parties to such contract exists; and no circumstance exists that, with notice or lapse of time or both, would constitute an event of default by any party thereto. Subsidiary has not accepted any prepayment or other payment for products to be delivered or services to be performed on or after the Effective Date. Subsidiary does not have any issued and outstanding invoices for payments due in consideration for services not yet rendered or goods not yet delivered as of the Effective Date.
- e. Subsidiary has not received notice of any claims, actions, suits, disputes, proceedings (whether judicial, administrative or otherwise), inquiries or governmental investigations pending or, to Subsidiary's knowledge, threatened against or affecting the Subsidiary or any of the Transferred Assets or relating to the transactions contemplated by this Agreement. Subsidiary has not received notice that it has been named in any order, judgment, decree, stipulation or consent of or with any governmental authority that affects or may affect the Subsidiary, the Transferred Assets or the transactions contemplated by this Agreement.

5. [Reserved].

6. Further Assurances. Each party covenants and agrees that it will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged), from time to time at the request of the other and without further consideration, all such further instruments of conveyance, transfer, assignment and further assurances, and perform or cause to be performed all such further acts as may be necessary or appropriate to confirm or more effectively carry out the provisions and intent of this Agreement and to sell, transfer and convey the Transferred Assets and Transferred Liabilities to Parent.

7. Indemnification By Subsidiary. In addition to (and not in substitution for) any other rights and remedies available at law or in equity or otherwise, Subsidiary shall defend, indemnify and hold harmless Parent, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

- a. any inaccuracy in or breach of any of the representations or warranties of Subsidiary contained in this Agreement or any document to be delivered hereunder;
- b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Subsidiary pursuant to this Agreement or any document to be delivered hereunder; or
- c. any Excluded Asset or Excluded Liability.

8. [Reserved].

9. Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.

10. Power of Attorney. Subsidiary hereby constitutes and appoints Parent, the true and lawful attorney of Subsidiary, with full power of substitution, in the name of Subsidiary or Parent, but on behalf of and for the benefit of Parent: (i) to demand and receive from time to time any and all the Transferred Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Parent may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Transferred Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Transferred Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Parent shall deem desirable. Subsidiary hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Subsidiary in any manner or for any reason.

11. Certain Definitions.

- a. "Affiliates" shall mean, with respect to any Person, any: (a) director, officer, limited or general partner, member or stockholder holding 50% or more of the outstanding capital stock or other equity interests of such Person; (b) spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of a Person specified in clause (a) above relating to such Person); and (c) other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control" includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- b. "Liability" means any liability or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become

due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued or reflected on financial statements prepared in accordance with GAAP or is disclosed or required to be disclosed on any Schedule to this Agreement.

- c. “Person” shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, association, trust, governmental authority or other entity or organization.

12. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties in connection with the Transferred Assets and may be amended only by a writing signed by an authorized representative of each party.
- b. This Agreement is executed by and shall be binding upon each of the parties hereto, and their respective successors, assigns and personal representatives.
- c. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- d. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- e. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- f. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- g. This Agreement may be executed in any number of counterparts and by facsimile signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- h. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

PARENT:

RENTED, INC.

By: _____
(signature)

DocuSigned by:
Andrew McConnell
DBAC73641952476...

Name: Andrew McConnell

Title: Chief Executive Officer

SUBSIDIARY:

VACATIONFUTURES, LLC

By: _____
(signature)

DocuSigned by:
Andrew McConnell
DBAC73641952476...

Name: Andrew McConnell

Title: Chief Executive Officer

Schedule A
Transferred Assets

1. The trade names and “doing business as” names of “Rented”, “rented.”, and “Rented.com”.
2. The domain name <rented.com> and any and all online social media accounts related to, or used in connection with, such domain name, as well as any and all user names, account numbers, passwords, and technical documentation to enable transfer and use of such domain name and online social media accounts.
3. Any and all computer hardware and accessories, including, without limitation, laptop and desktop computers, tablets, smartphones, routers, modems, servers, monitors, hard drives, back-up systems, printers, copiers, scanners, fax machines, cables, keyboards, and mice.
4. Any and all fixed assets.
5. Any and all accounts receivable attributable to Direct Placement Fees, Revenue Management Services Fees, Revenue Management Services Marketing, and M&A Consulting Fees.
6. Any and all credits or other rights related to prepayment of software, contractor bills, or any other goods or services (except as may be considered a security deposit on, or the prepayment of rent for, real property).
7. Any and all non-disclosure and confidentiality agreements with third parties, including without limitation those related to the Business Consulting Division.
8. All Proprietary Information and Inventions Agreements, Handbook and other Policy Acknowledgments, Company Card Agreements, Dispute Resolution Agreements, Bonus Agreements, and Commission Agreements with the following employees:
 - a. Al-Kadi, Fatima
 - b. Bruce, Tanner
 - c. Clagett, Valerie
 - d. Fall, Hassan
 - e. Fisher, Mike
 - f. Fleck, Karen
 - g. Goulet, Kristen

- h. Johnson, Cliff
 - i. Knight, Amber
 - j. Lincicome, Kevin
 - k. Lockard, Talia
 - l. McConnell, Andrew
 - m. Miguel, Juan
 - n. Posey-Scholl, Hannah
 - o. Singer, Jessica
 - p. Stapleton, Laurina
 - q. Walker, Jessica
9. The following agreements with contractors:
- a. Consulting Agreement with Michelle Acquavella, dated September 5, 2019
 - b. Consulting Agreement with No-Where Consultants, LLC, dated December 2, 2019
 - c. Independent Contractor Agreement with Oregon Labs, LLC, dated September 19, 2019
 - d. Client Services Agreement with MyOutDesk, LLC, dated June 18, 2019
10. Any and all business consulting services contracts, including without limitation:
- a. Professional Services Agreement with John Kozak, dated March 4, 2020 (the “Stellar Agreement”)
 - b. Professional Services Agreement with Pet Let Pty Ltd, dated February 21, 2020
 - c. Professional Services Agreement with Altido LTD, dated December 30, 2019
 - d. Professional Services Agreement with Vacation Rental Pros Property Management LLC, dated October 21, 2019 for research on Grand County
 - e. Professional Services Agreement with Vacation Rental Pros Property Management LLC, dated November 30, 2019 for research on Bay County
 - f. Professional Services Agreement with Vacation Rental Pros Property Management LLC, dated November 30, 2019 for research on Summit County
 - g. Addendum to Vacation Futures Inc. Professional Services Agreement with Vacation Rental Pros Property Management LLC, dated December 3, 2019
11. The following partnership agreements:
- a. Order with PriceLabs, Inc., dated August 5, 2019
 - b. Link Promotion Agreement with Booking.com
 - c. Data Services Agreement with VRMarket Data, LLC d/b/a Key Data, dated June 28, 2019

- d. Partnership Agreement with Hostfully, dated October 4, 2019
 - e. Partnership Agreement with LiveRez, dated October 29, 2019
12. Any and all accounts (together with any user names, account numbers, passwords, and technical documentation to enable transfer and use of such accounts), licenses, rights of use, Terms of Service, or other agreements with all vendors, including without limitation:
- a. Amazon Web Services
 - b. Atlassian
 - c. Canva
 - d. Carta
 - e. Dunn & Bradstreet
 - f. G Suite
 - g. HelloSign
 - h. HubSpot
 - i. Lattice
 - j. Know Your Company
 - k. Microsoft Office
 - l. Okta
 - m. Passpak
 - n. Quickbooks
 - o. Slack
 - p. Snowflake
 - q. Transaction Pro
 - r. WP Engine
 - s. Zapier
 - t. Zoho
13. Any and all membership or subscription agreements with:
- a. VRMA
 - b. YEC
 - c. Entrepreneurs Organization
14. The deposit account in Subsidiary's name held by Silicon Valley Bank with account number 3302044320 and all cash therein, together with any interest, substitutions, replacements, proceeds, or other rights with respect thereto.

15. TriNet Passport Services Agreement dated March 30, 2015.

16. Any and all revenue management agreements and related schedules, and any and all agreements related to the same, including without limitation, all master agreements, property schedules, and non-disclosure agreements.

Schedule B
Transferred Liabilities

1. The performance obligations to be performed after closing under the contracts and agreements described in **Schedule A**.
2. Accounts payable and accrued expenses attributable to Salaries, Benefits, Payroll Expenses, Card Processing Fees, Marketing, Third Party Professional Fees, Contractors, Travel, Entertainment, Supplies, Office Expenses, Software, Computers, Dues, and Subscriptions.
3. Any balances with collections that relate to RMS or Owner Placement.
4. Any rights and obligations under the pending litigation matter with SOBENY and CorpHousing LLC in small claims court.