

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Groome Transportation, LLC		02/22/2023	Limited Liability Company:
Groome Transportation of Alabama, LLC		02/22/2023	Limited Liability Company:
Groome Transportation of Georgia, LLC		02/22/2023	Limited Liability Company:
Groome Transportation of Tennessee, LLC		02/22/2023	Limited Liability Company:
Groome Transportation of Texas, LLC		02/22/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Groome Management, LLC		
Street Address:	2201 West Broad Street		
Internal Address:	Suite 105		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23220		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4547070	GROOME TRANSPORTATION	
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>			
Email:	agabriel@kaleolegal.com		
Correspondent Name:	Alexandra M. Gabriel		
Address Line 1:	4456 Corporation Lane		
Address Line 2:	Suite 135		
Address Line 4:	Virginia Beach, VIRGINIA 23462		
NAME OF SUBMITTER:	Alexandra M. Gabriel		
SIGNATURE:	/Alexandra M. Gabriel/		

OP \$40.00 4547070

DATE SIGNED:	03/02/2023
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Total Attachments: 4
source=Trademakr Assignment Agreement (Groome Transportation Marks) - Executed#page1.tif
source=Trademakr Assignment Agreement (Groome Transportation Marks) - Executed#page2.tif
source=Trademakr Assignment Agreement (Groome Transportation Marks) - Executed#page3.tif
source=Trademakr Assignment Agreement (Groome Transportation Marks) - Executed#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of February 22, 2023, is made by GROOME TRANSPORTATION, LLC, a Virginia limited liability company, GROOME TRANSPORTATION OF ALABAMA, LLC, an Alabama limited liability company, GROOME TRANSPORTATION OF GEORGIA, LLC, a Georgia limited liability company, GROOME TRANSPORTATION OF TENNESSEE, LLC, an Arizona limited liability company, GROOME TRANSPORTATION OF TEXAS, LLC, a Texas limited liability company (collectively, “**Assignors**”), in favor of GROOME MANAGEMENT, LLC, a Virginia limited liability company (“**Assignee**”).

WHEREAS, Assignors wish to convey to Assignee all of Assignors’ right, title, and interest to the Assigned Trademarks set forth in Schedule 1 in exchange for the license between the parties set forth in the Intercompany Trademark License Agreement dated February 22, 2023;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, including but not limited to the Intercompany Trademark License Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors’ right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1


Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	U.S.	4,547,070	June 10, 2014

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

GROOME MANAGEMENT, LLC

By: 
Name: Jochen Vogt
Title: Chief Financial Officer

GROOME TRANSPORTATION, LLC,
GROOME TRANSPORTATION OF ALABAMA, LLC,
GROOME TRANSPORTATION OF GEORGIA, LLC,
GROOME TRANSPORTATION OF TENNESSEE, LLC, and
GROOME TRANSPORTATION OF TEXAS, LLC

By: 
Name: Brad M. Hubgate
Title: President and Chief Operating Officer