

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI84728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HotelInteractive, Inc.		01/19/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Emerald X, LLC		
Street Address:	100 Broadway		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5802775	SENIOR LIVING NEWS	
Registration Number:	5391545	HEALTHTAC	
Registration Number:	4509687	HOTEL INTERACTIVE	
Registration Number:	4477773	BUYER INTERACTIVE	
Registration Number:	3332051	BITAC	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Alanna Wolff		
Address Line 1:	One New York Plaza		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	034224-00008		
NAME OF SUBMITTER:	KATELYN JAMES		
SIGNATURE:	KATELYN JAMES		
DATE SIGNED:	03/11/2024		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”), dated as of January 19, 2024 (the “Effective Date”), is entered into by and between HotelInteractive, Inc., a Delaware corporation (“Assignor”), and Emerald X, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Sellers, Buyer, Principal, and the other parties signatory thereto (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”), Sellers have agreed to sell, assign, transfer, convey and deliver to Buyer the Assets (the “Acquisition”); and

WHEREAS, in connection with the Acquisition, Assignor agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor’s right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Assignor hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademarks.
3. Recordation and Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks record this Assignment. Assignor shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyer’s interest in and to the Assigned Trademarks.
4. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
5. Assignment. This Assignment shall not be assigned by Assignor without the prior written consent of Buyer.
6. Indemnification. The indemnification provisions of the Purchase Agreement shall apply to this Agreement as if set out here in full, *mutatis mutandis*.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


8. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format or DocuSign or any other similarly-recognized electronic signature program), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the parties.

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BUYER:

EMERALD X, LLC

DocuSigned by:
By:  _____
Name: David Dorf
Title: Chief Financial Officer

IN WITNESS WHEREOF, Buyer and Assignor have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

HOTELINTERACTIVE, INC.

By: Richard Viola
Name: Richard Viola
Title: Chief Executive Officer

**SCHEDULE A
ASSIGNED TRADEMARKS**

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
SENIOR LIVING NEWS	88314125	February 25, 2019	5802775	July 9, 2019
HEALTHTAC	87521993	July 10, 2017	5391545	January 30, 2018
HOTEL INTERACTIVE	85965534	June 20, 2013	4509687	April 8, 2014
BUYER INTERACTIVE	85965608	June 20, 2013	4477773	February 4, 2014
BITAC	78815130	February 15, 2006	3332051	November 6, 2007