

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotel Internet Help Inc.		08/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kognitiv (US) Corporation		
Street Address:	320 Winding River Lane, Suite 105		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22911		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4129477	REGATTA	
CORRESPONDENCE DATA			
Fax Number:	4164790244		
<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:	4165267022		
Email:	astack@caravellaw.com		
Correspondent Name:	Alexander Stack		
Address Line 1:	366 Adelaide St. W., Suite LL01		
Address Line 4:	Toronto, CANADA M5V 1R9		
NAME OF SUBMITTER:	Alexander Stack		
SIGNATURE:	/Alexander Stack/		
DATE SIGNED:	09/15/2016		
Total Attachments: 6			
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OP \$40.00 4129477

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 31, 2016, is made by HOTEL INTERNET HELP INC., a Delaware corporation ("Assignor"), in favor of KOGNITIV (US) CORPORATION, a Delaware corporation ("Assignee").

A. Assignee is the buyer of substantially all of the assets of Regatta Travel Solutions, LLC, a Delaware corporation ("Regatta"), pursuant to an Asset Purchase Agreement of even date herewith, among Assignee, Regatta, Ashwin Kamlani ("Founder") and Demeure Operating Company, Ltd., a Canadian corporation (the "Purchase Agreement").

B. Founder is the founder and majority owner of Assignor and Regatta.

C. Assignor is the owner of the primary trademarks used by Regatta in its business and licenses the same to Regatta under the terms of Trademark License Agreement between Assignor and Regatta dated August 18, 2015.

D. Under the terms of the Purchase Agreement and as a major inducement for Assignee to enter into the Purchase Agreement and purchase the assets of Regatta, Regatta and Founder are required to cause, and Assignor is required to deliver, this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office ("USPTO") 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 request, Assignor 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. (including with respect to legalization, notarization, consularization, apostille, certification, and other authentication), as may be necessary to record, effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, and to vest in Assignee all right, title, and interest in and to the Assigned Trademarks in accordance with applicable law.

3. Representations of Assignor. Assignor represents and warrants to Assignee that the statements contained in this Section 3 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section 3 not misleading under the circumstances under which they were made.

(a) Assignor is validly existing and in good standing under the laws of the State of Delaware. Assignor has the full right, power, and authority to enter into this Trademark Assignment and perform its obligations hereunder. The execution, delivery, and performance of this Trademark Assignment by Assignor have been duly authorized by all necessary organizational action of Assignor, and when executed and delivered by both parties, this Trademark Assignment will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

(b) The execution, delivery, and performance by Assignor of this Trademark Assignment, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Assignor, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which Assignor or any of the Assigned Trademarks are subject, or (iv) result in the creation or imposition of any liens or other encumbrances on the Assigned Trademarks. No consent, approval, waiver, or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Assignor of this Trademark Assignment, or to enable Assignee to register, own, and use the Assigned Trademarks.

(c) Assignor owns all right, title, and interest in and to the Assigned Trademarks, free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(d) Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Assignor in the Assigned Trademarks,

specifying as to each, as applicable: the word mark and/or design, the record owner, the jurisdiction in which it has been granted or filed, the registration or application serial number, and the registration or application date. All required filings and fees related to the trademark registrations and applications listed on Schedule I have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing. Assignor has provided Buyer with true and complete copies of all documents, certificates, correspondence, and other materials related to all such trademark registrations and applications.

(e) To Assignor's knowledge, the registration, ownership, and exercise of the Assigned Trademarks by Assignor did not, do not, and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. To Assignor's knowledge, no person has infringed or otherwise violated, or is currently infringing or otherwise violating, any of the Assigned Trademarks.

(f) The Assigned Trademarks are valid, subsisting, and enforceable by Assignor in all applicable jurisdictions, and are not subject to any pending or, to Assignor's knowledge, threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Assigned Trademark.

4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Trademark Assignment (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Trademark Assignment, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

5. 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.

6. 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.

7. 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 State of Delaware,

without giving effect to any choice of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

HOTEL INTERNET HELP INC.

By: _____

Name: _____

Title: _____

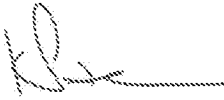
Address for Notices:

325 Winding River Lane, Suite 201B
Charlottesville, VA 22911
Attention: Ashwin Karniani

Note: From and after approximately October 1, 2016, notices should be sent to 320 Winding River Lane, Suite 105, Charlottesville, VA 22911.

AGREED TO AND ACCEPTED:

KOGNITIV (US) CORPORATION

By:  _____

Name: Kamal Pastakia _____

Title: President _____

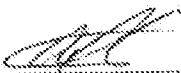
Address for Notices:

c/o Demeure Operating Company, Ltd.
171 East Liberty Street, Suite 263
Toronto, Ontario M6K 3P6, Canada
Email: adam.heller@seekda.com
Attention: General Counsel

without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

HOTEL INTERNET HELP INC.

By: 
Name: Ashwin Kamilani
Title: President

Address for Notices:

325 Winding River Lane, Suite 201B
Charlottesville, VA 22911
Attention: Ashwin Kamilani

Note: From and after approximately October 1, 2016, notices should be sent to 320 Winding River Lane, Suite 105, Charlottesville, VA 22911.

AGREED TO AND ACCEPTED:

KOGNITIV (US) CORPORATION

By: _____
Name: _____
Title: _____

Address for Notices:

c/o Demeure Operating Company, Ltd.
171 East Liberty Street, Suite 263
Toronto, Ontario M6K 3P6, Canada
Email: adam.heller@seekda.com
Attention: General Counsel

SCHEDULE I
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Trademark	Territory	Registration number	Registration date	Classes	Owner
REGATTA	Australia	1431149	16-Jun-11	42	Hotel Internet Help Inc.
REGATTA	Canada	1,536,057	10-Oct-12	n/a	Hotel Internet Help Inc.
REGATTA	Community Mark	10052454	17-Nov-11	42	Hotel Internet Help Inc.
REGATTA	Mexico	1245359	21-Jun-11	42	Hotel Internet Help Inc.
REGATTA	United States	4,129,477	17-Apr-12	42	Hotel Internet Help Inc.