

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490574

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900463334		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado Springs Shuttle LLC		08/22/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Groome Transportation of Southern Colorado, LLC		
Street Address:	140 E. 45th Street, 43rd Flr.		
Internal Address:	c/o Cortec Group Fund VI, L.P., Attention: Robert Whipple		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5334053	COLORADO SPRINGS SHUTTLE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178900 TM		
NAME OF SUBMITTER:	Timothy McNeilly		
SIGNATURE:	/Timothy McNeilly/		
DATE SIGNED:	09/19/2018		
Total Attachments: 7			
source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page1.tif			

source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page2.tif
source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page3.tif
source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page4.tif
source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page5.tif
source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page6.tif
source=Groome - Colorado Springs - Intellectual Property Assignment Agreement#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 22, 2018, is made by Colorado Springs Shuttle LLC, a Colorado limited liability company (the “**Company**”), and Brandon P. Kistler (together with the Company, collectively, the “**Seller Parties**”), in favor of Groome Transportation of Southern Colorado, LLC, a Delaware limited liability company (“**Buyer**”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of even date herewith, by and among Buyer and the Seller Parties, the Seller Parties have agreed to sell, assign, transfer, deliver and convey to Buyer the Purchased Assets, free and clear of all Liens. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

AGREEMENT

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 adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, the Seller Parties hereby irrevocably convey, transfer and assign to Buyer all of the Seller Parties’ right, title and interest in and to the Intellectual Property Assets, including, without limitation:

(a) the registered trademarks, registered service marks, trademark and service mark applications, unregistered trademarks and service marks, registered trade names and unregistered trade names, corporate names, fictitious names, trade dress, logos, slogans, internet domain names, rights in telephone numbers, and other indicia of origin, together with all translations, adaptations, derivations, combinations and renewals thereof, including but not limited to those set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby (the “**Trademarks**”);

(b) the domain name set forth in Schedule 2 hereto (the “**Domain Name**”);

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

(d) 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

(e) any and all claims and causes of action, with respect to any third party past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or

default of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing and for the avoidance of doubt, Buyer does not and will not assume or become obligated to pay or perform any of the Excluded Liabilities, all of which shall be retained, paid, performed, discharged and satisfied by the Seller Parties.

2. The Seller Parties authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer.

3. The Seller Parties, for themselves, their Affiliates and their respective successors and assigns, hereby covenant that from time to time and at Buyer's reasonable request, but without further consideration, the Seller Parties or such Affiliates will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, transfers, conveyances, assignments, powers of attorney and assurances as reasonably may be required to more effectively transfer or convey to Buyer any Intellectual Property Assets in the manner and to the extent provided in the Purchase Agreement. The execution and delivery of any such additional documents or instruments shall not affect the validity of this IP Assignment.

4. This IP Assignment, the Purchase Agreement and the other transaction documents entered into pursuant to the Purchase Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, between the parties with respect to the subject matter hereof. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any of the Intellectual Property Assets shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement.

5. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

6. This IP Assignment may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or by portable document format (.pdf) shall be treated as though such reproductions are executed originals.

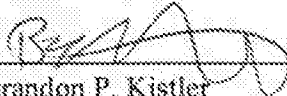
7. This IP Assignment shall be subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the provisions of this IP Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first above written.

SELLER PARTIES:

COLORADO SPRINGS SHUTTLE LLC,
a Colorado limited liability company

By: 
Name: Brandon P. Kistler
Title: Manager


Brandon P. Kistler

BUYER:

GROOME TRANSPORTATION OF SOUTHERN
COLORADO, LLC, a Delaware limited liability company

By: _____
Name: David L. Schnadig
Title: Chairman

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first above written.

SELLER PARTIES:

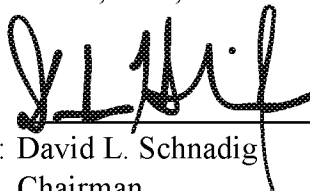
COLORADO SPRINGS SHUTTLE LLC,
a Colorado limited liability company

By: _____
Name: Brandon P. Kistler
Title: Manager

Brandon P. Kistler

BUYER:

GROOME TRANSPORTATION OF SOUTHERN
COLORADO, LLC, a Delaware limited liability company

By:  _____
Name: David L. Schnadig
Title: Chairman

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS, AND COMMON LAW TRADEMARKS

Federal Trademark Registrations

“Colorado Springs Shuttle”, Reg. No. 5334053, registered with the U.S. Patent and Trademark Office on November 14, 2017.

Federal Trademark Applications

None.

Trade Names

Colorado Springs Shuttle LLC has the following registered trade name with the State of Colorado:

<u>ID Number</u> 	<u>Document Number</u>	<u>Name</u>	<u>Status</u>	<u>Form</u>	<u>Effective Date</u>
<u>20171196445</u>	20171196445	Colorado Springs Shuttle	Effective	DLLC	03/10/2017 04:15 PM

Logo

Colorado Springs Shuttle LLC uses the following logo:



Social Media Accounts

Colorado Springs Shuttle LLC has social media accounts with Facebook, Instagram and Twitter.

SCHEDULE 2

ASSIGNED DOMAIN NAME

Colorado Springs Shuttle LLC has one domain name: www.coloradoshuttle.com