

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2504035 Ontario Inc.		10/26/2018	Corporation:
RECEIVING PARTY DATA			
Name:	JusTours, Inc.		
Doing Business As:	JusCollege		
Street Address:	2470 Paseo Verde Pkwy		
Internal Address:	Suite 140 Henderson		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89074		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4775174	CAMPUS VACATIONS	
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>			
Phone:	+447598492651		
Email:	legal@verve.co		
Correspondent Name:	Stephanie Ng, Head of Legal		
Address Line 1:	3 Loughborough Street		
Address Line 4:	London, UNITED KINGDOM SE11 5RB		
NAME OF SUBMITTER:	Stephanie Ng		
SIGNATURE:	/stephanieng/		
DATE SIGNED:	11/20/2018		
Total Attachments: 4			
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OP \$40.00 4775174

ASSIGNMENT OF TRADEMARKS

26 October

2018

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made as of 26 October 2018 by and between 2504035 Ontario Inc., an Ontario corporation ("Assignor") and JusTours, Inc. a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Acquisition Agreement, dated as of 26 October 2018 (the "Acquisition Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets (as defined in the Acquisition Agreement).

WHEREAS, pursuant to the Acquisition Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept, all right, title and interest in and to the trademark applications, trademarks, trade names, service marks and logos listed in Attachment A, and all rights appurtenant thereto, including but not limited to all common law rights, trade name rights, and the right to recover for past infringement throughout the world (the "**Trademarks**");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the consideration recited in the Acquisition Agreement), the sufficiency of which is hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. **ASSIGNMENT**. Assignor hereby assigns and sells to Assignee all rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services in conjunction with which the Trademarks are or have been used, registered or applied for, together with any and all associated goodwill including the goodwill of the acquired business symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.

2. **FURTHER ASSURANCES**. Assignor agrees, at the request of Assignee to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Trademarks and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

3. **MISCELLANEOUS**.

a. This Assignment is executed and delivered pursuant to the Acquisition Agreement, subject to the covenants, representations and warranties thereof, and shall be governed and interpreted according to the terms thereof. Nothing contained in this instrument shall be deemed to modify, supersede, enlarge, limit, alter, amend or affect the terms or provisions of the Acquisition Agreement. In the event of any conflict between this instrument and the Acquisition Agreement, the provisions of the Acquisition Agreement shall prevail.

b. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Province of Ontario and the federal laws of Canada applicable therein (without giving effect to principles of conflicts of laws).

[Signature page follows]

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the date first set forth above.

ASSIGNOR

By:  _____

Name: Alexander Handa _____

Title: Director _____

ASSIGNEE

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the date first set forth above.

ASSIGNOR

By: _____

Name: _____

Title: _____

ASSIGNEE

DocuSigned by:
James Ellis
By: _____

Name: James Ellis

Title: Director

ATTACHMENT A

TRADEMARKS

Trademark	Word or Design Mark	Country	Status	Owned by:	Licensed to:	Registration No.	Patent.org File No.	Date Filed	Date of Issuance
CAMPUS VACATIONS	Word	CAN	Active	2504035 Ontario Inc.	2504030 Ontario Inc.	902,099	249-4 CA TM	28-Jan-14	24-Apr-15
CAMPUS VACATIONS	Word	USA	Active	2504035 Ontario Inc.	2504031 Delaware Inc.	4,775,174	249-4 US TM	28-Jan-14	21-Jul-15