

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvard Sports Management Group, Inc.		12/04/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Lakeland Tours, LLC		
Street Address:	218 West Water Street		
Internal Address:	Suite 400		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4738839	THE KEYS TO FUNDRAISING YOUR FINANCIAL M	
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:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily Voorheis		
Address Line 1:	1750 Tysons Boulevard		
Address Line 4:	Tysons, VIRGINIA 22102-4215		
ATTORNEY DOCKET NUMBER:	2023454-0083		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	12/05/2019		
Total Attachments: 7			
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IP ASSIGNMENT AGREEMENT

THIS AGREEMENT (“IP Assignment Agreement”), is executed as of December 4, 2019 (“Closing Date”), by and between HARVARD SPORTS MANAGEMENT GROUP, INC., a New York corporation (“Assignor”), and LAKELAND TOURS, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of the date hereof (“Purchase Agreement”), by and among Assignor, Assignee, and Joseph Totman (“Stockholder”).

RECITALS

A. Pursuant to Section 2.1 of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s rights, title and interest in and to substantially all of the assets of Assignor, including, without limitation, all Intellectual Property;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into an Assignment and Assumption Agreement, and Assignor is making a Bill of Sale to Assignee, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering all of its rights, title and interest in and to certain contracts and the other Purchased Assets, all as described therein; and

C. Pursuant to Section 7.2 of the Purchase Agreement, Assignor and Assignee have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all of Assignor’s rights, title and interest in and to all Intellectual Property constituting and relating to the Business other than the Excluded Assets (whether owned by Assignor or a third Person), together with all goodwill therein, including without limitation, all sales, advertising, promotional and marketing information and materials, trade names, trademarks, service marks, logos, and logo types, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property and to receive any and all damages awarded as a result of such claim. The parties agree that Assignee has the right to file this IP Assignment Agreement with the U.S. Patent and Trademark Office, U.S. Copyright Office, and any non-U.S. equivalent agencies.

Section 2 Further Assurances. Assignor hereby covenants and agrees that it shall, from time to time after the Closing Date, at the reasonable request of Assignee, (a) execute and

deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary to vest in Assignee good and indefeasible title to the Intellectual Property, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Governing Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

HARVARD SPORTS MANAGEMENT
GROUP, INC.

By: 

Name: Joseph W. Totman

Its: President

ASSIGNEE:

LAKELAND TOURS, LLC

By: _____

Name:

Its:

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

HARVARD SPORTS MANAGEMENT
GROUP, INC.


By: _____

Name: Joseph W. Totman

Its: President

ASSIGNEE:

LAKELAND TOURS, LLC

By:  _____

Name: Robert Gogel

Its: CEO

SCHEDULE A
INTELLECTUAL PROPERTY
TRADEMARKS

1. The following trademark registered at the U.S. Patent and Trademark Office, Reg. No. 4738839 Reg. Date: March 3, 2015:

**The Keys to Fundraising
Your Financial Maps to
Travel Internationally**

TRADE NAMES

1. Assignor has a registered d/b/a of International Sports Tours in the State of New York

COPYRIGHTS

1. All websites of Assignor including those containing copyright notices but not including any of the Excluded Assets.