

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570079

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900542575
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MGI International, LLC		02/26/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Marco Polo International, LLC
Street Address:	1121 Walt Whitman Road, Suite 301
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3769731	MARPOL

CORRESPONDENCE DATA

Fax Number: 2124082501
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.
Phone: 212.408.2528
Email: nytmdpt@bakerbotts.com
Correspondent Name: Julie B. Albert, of Baker Botts, LLP
Address Line 1: 30 Rockefeller Plaza, 45th Floor
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	078974.0102
NAME OF SUBMITTER:	Julie B. Albert
SIGNATURE:	/Julie B. Albert/
DATE SIGNED:	04/01/2020

Total Attachments: 10

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INTERNATIONAL MASTER TRADEMARK ASSIGNMENT

This Assignment of Trademarks (this "Assignment") is made on the 26th day of February 2019, between MGI International, LLC, a Delaware limited liability company (the "ASSIGNOR"), and Marco Polo International, LLC, a Delaware limited liability company (the "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Assumption Agreement, dated as of February 26, 2019 (the "Assumption Agreement");

WHEREAS, ASSIGNOR has adopted, used, is using, and/or intends to use the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin listed in Schedule A (hereinafter collectively, the "Marks") attached hereto for which it owns applications and registrations in various trademark offices around the world (the "Trademark Offices");

WHEREAS, pursuant to the Assumption Agreement, ASSIGNOR has agreed to assign, and ASSIGNEE has agreed to acquire, the Marks and the goodwill associated therewith; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby assign, sell, and transfer to ASSIGNEE, its successors and assigns, all its right, title, and interest in and to said Marks, together with the goodwill of the business symbolized by and associated with said Marks thereof.

Included with and in addition to the foregoing are all claims for damages by reason of past infringement of said marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives. ASSIGNOR covenants for itself and its successors and assigns to provide to ASSIGNEE, promptly upon the request of ASSIGNEE and at the expense of ASSIGNEE, all pertinent facts and documents relating to the marks, including, but not limited to, any and all intellectual property rights related thereto, as may be known or accessible to ASSIGNOR, and to execute and deliver promptly to ASSIGNEE or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce said intellectual property rights which may be necessary or desirable to carry out the purposes thereof.

ASSIGNEE has the right to record and file this assignment in the Trademark Offices, and ASSIGNOR hereby authorizes the appropriate parties at the Trademark Offices to record and register this Assignment upon request by ASSIGNEE, at ASSIGNEE'S sole cost and expense.

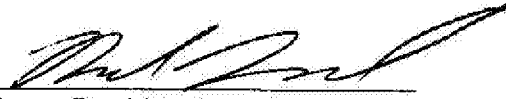
ASSIGNOR shall execute and deliver to ASSIGNEE such additional assignments and/or other documents, certificates, and instruments of conveyance in a form satisfactory to ASSIGNEE and suitable for filing with the Trademark Offices as necessary to record and perfect this Assignment and to vest in ASSIGNEE all right, title, and interest in and to the Marks in accordance with applicable law.

In the event of a conflict or inconsistency between the provisions of this assignment and the provisions of the Assumption Agreement, the provisions of the Assumption Agreement will prevail.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment by a duly authorized officer.

MGI INTERNATIONAL, LLC

Dated:

By: 

Name: David Guimond

Title: Manager

[Signature Page for MGI International, LLC to International Master Trademark Assignment Agreement]

TRADEMARK
REEL: 006905 FRAME: 0075

State of New York)
County of New York) ss:

On this 25th day of February, 2019 before me appeared Brendina Jewell, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of MGI International, LLC.

DARLIS SEVERINO
Notary Public *State of NY
No.01SE6342900

Notary Public

My Commission Expires:

Qualified In Queens County
My Commission, Expires May 31, 20

In the presence of:

Darlis Severino

Witnesses

Signed: Bjewell

Signed: Darlis Severino

Name: Brendina Jewell

Name: DARLIS SEVERINO

Profession: AR/AP Coordinator

Profession: Sole

Address: 127 Brewster Ave

Address: 99 middle street

Yonkers NY 10701

Maryland NA 03/01

Date: 2/25/2019

Date: 2/25/2019

[Signature Page for MGI International, LLC to International Master Trademark Assignment Agreement]

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment by a duly authorized officer.

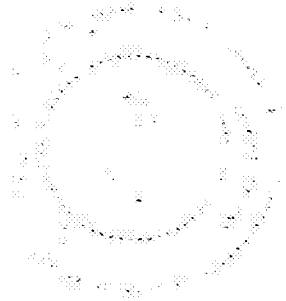
MARCO POLO INTERNATIONAL, LLC

Dated:

By: 
Name: Marco Iuzzo
Title: President

DARLIS SEVERINO
Notary Public *State of NY
No. 01SE6342900
Qualified in Queens County
My Commission, Expires May 31, 20

Darlis Severino

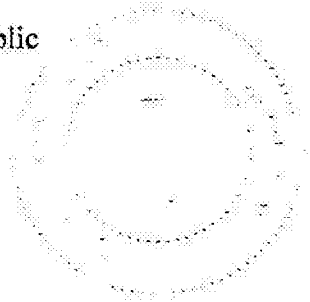


State of New York)
County of New York) ss:

On this 25th day of February, 2019 before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Marco Polo International, LLC.

DARLIS SEVERINO
Notary Public *State of NY
No.01SE6342900
Qualified in Queens County
My Commission Expires May 31, 20

Notary Public



My Commission Expires:

In the presence of:

Witnesses

Signed: B. Sevelli

Name: Blendina Sevelli

Profession: ALIAF Coordinator

Address: 127 Brewster Ave
San Francisco, NY 10701

Date: 2/25/2019

Signed: [Signature]

Name: MARCO LUZZO

Profession: Sales


Address: 100 S. Pointe Dr. 2703
Miami Beach, FL 33139

Date: 2/25/19

SCHEDULE A
to
INTERNATIONAL MASTER TRADEMARK ASSIGNMENT

See attached.

Trademark	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
MARPOL	Africa (Intellectual Property Organization)	Active	1314929	July 13, 2016
MARPOL	Algeria	Active	1314929	July 13, 2016
MARPOL	Argentina	Active	2559767	March 22, 2013
MARPOL	Belarus	Active	1314929	July 13, 2016
MARPOL	Brazil	Active	829655581	August 23, 2011
MARPOL	Canada	Active	TMA894065	January 15, 2015
MARPOL	Chile	Active	1065765	December 18, 2013
MARPOL	China (People's Republic)	Active	11759274	August 14, 2015
MARPOL	Colombia	Active	456122	July 31, 2012
MARPOL	Costa Rica	Active	227128	June 6, 2013
MARPOL	Dominican Republic	Active	236657	January 17, 2017
MARCO POLO INTERNATIONAL	European Union	Active	015396121	October 4, 2016
MARPOL	European Union	Active	015396104	October 10, 2016

Trademark	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
Miscellaneous Design 	European Union	Active	015396161	October 4, 2016
MARPOL	Ecuador	Active	11133	October 11, 2014
MARPOL	Ghana	Active	1314929	July 13, 2016
MARPOL	Guatemala	Active	192366	November 12, 2013
MARPOL	Guyana	Pending	(28404)	(March 2, 2017)
MARPOL	Hong Kong	Active	303945538	October 28, 2016
MARPOL	India	Active	1314929	July 13, 2016
MARPOL	Israel	Active	1314929	July 13, 2016
MARPOL	Japan	Active	1314929	July 13, 2016
MARPOL	Kenya	Active	1314929	July 13, 2016
MARPOL	Korea	Active	1314929	July 13, 2016
MARPOL	Mexico	Active	1310225	September 7, 2012

Trademark	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
MARPOL	Morocco	Active	1314929	July 13, 2016
MARPOL	Nigeria	Pending	(F/TM/0/2016/110021)	(October 20, 2016)
MARPOL	Peru	Active	P00198408	May 10, 2013
MARPOL	South Africa	Pending	2016/30485	March 30, 2018
MARPOL	Turkey	Active	1314929	July 13, 2016
MARPOL	Ukraine	Active	1314929	July 13, 2016
MARPOL	Uruguay	Registered	478376	December 14, 2018
MARPOL	United States of America	Active	3769731	April 6, 2010