

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerardo DeCaro		01/26/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	World Travel Holdings, Inc.		
Street Address:	100 Fordham Road		
Internal Address:	Building C, 2nd Floor		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5658171	CHEAPGETAWAYS	
Registration Number:	5651773	CHEAPGETAWAYS.COM	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 North LaSalle Street, Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	48168.00.0009		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/Aida Blekhman/		
DATE SIGNED:	02/01/2021		
Total Attachments: 6			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			

CH \$65.00 5658171

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

source=Trademark Assignment#page5.tif

source=Trademark Assignment#page6.tif

**TRADEMARK ASSIGNMENT AND DOMAIN NAME SALE AND TRANSFER
AGREEMENT FOR CHEAPGETAWAYS AND CHEAPGETAWAYS.COM**

This Trademark Assignment and Domain Name Sale and Transfer Agreement (this "Agreement") is entered into by and between Gerardo DeCaro, an individual residing at 601 East 186th Street Apartment 6, Bronx, NY 10458 (the "Seller"), and World Travel Holdings, Inc., a Delaware corporation with its principal place of business at 100 Fordham Road, Building C, 2nd Floor in Wilmington, Massachusetts 01887 (the "Buyer") (the Seller and the Buyer are collectively referred to as the "Parties").

WHEREAS, the Seller is the owner and registrant of record of the marks set forth on Schedule A hereto (the "Trademarks") and the domain name set forth on Schedule B hereto (the "Domain Name"); and

WHEREAS the Seller desires to transfer to the Buyer, and the Buyer desires to acquire from the Seller, all of the Seller's rights, title, and interests in and to the Trademarks and the Domain Name on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Transfer. In consideration of the Purchase Price (as defined herein), the Seller hereby irrevocably sells, transfers, and assigns to the Buyer all of the Seller's rights, title, and interests in and to the Trademarks and the Domain Name, including any and all trademark rights and goodwill associated therewith and all rights of action and remedies for past, present, and future infringements thereof (collectively, the "Assets").

2. Payment. In consideration of the Seller's sale and transfer of the Assets, and the Seller's covenants, representations, and warranties under this Agreement, the Buyer shall pay the Seller a one-time payment in the amount of [REDACTED] (the "Purchase Price") pursuant to an escrow process set forth herein.

3. Escrow. The Buyer has deposited the full amount of the Purchase Price with GoDaddy.com, LLC (the "Escrow Agent"), who will act as an escrow agent for the Parties to facilitate the exchange of the Trademarks, the Domain Name, and the Purchase Price contemplated by this Agreement, by transfer of funds to the Escrow Agent pursuant to the terms of the Escrow Agent's Domain Broker Service Agreement, which is available through Escrow Agent's website at <https://www.godaddy.com/legal/agreements/domain-broker-service-agreement> (the "Escrow Agreement"). The Seller shall confirm with the Escrow Agent that the Domain Name is in condition to be transferred to the Buyer upon release of the Purchase Price by the Escrow Agent. The terms and conditions of the Escrow Agreement govern this aspect of the transaction, except as set forth to the contrary herein. Once the Buyer receives an executed copy of this Agreement from the Seller, the Buyer will notify the Escrow Agent by e-mail (or other standard notification procedures) to initiate the transfer of the Domain Name to the Buyer's domain name registrar account with the Escrow Agent. A successful transfer shall be considered to have been made at that moment in which the Buyer obtains control of the Domain Name and the Seller has lost control

of the Domain Name (collectively, the "Transfer"). Upon completing the Transfer, Escrow Agent shall release the Purchase Price to the Seller.

4. **Representations and Warranties.** Each Party represents and warrants to the other Party that the person or persons executing this Agreement are duly authorized to execute this Agreement on behalf of such Party and the obligations of such Party hereunder are legal, valid and binding on such Party. The Seller represents and warrants to the Buyer that (i) it has full power and authority to execute, deliver, and perform this Agreement and has not entered into any agreement or arrangement which conflicts with this Agreement or impairs in any respect the ability of the Seller to transfer the Trademarks or Domain Name to the Buyer as contemplated hereby; (ii) Gerardo DeCaro is the registered and lawful owner of the Trademarks and Domain Name; (iii) Seller has the unencumbered right to sell, grant, convey, and assign all of his existing rights, title, and interests in the Assets to the Buyer; (iv) there is no pending litigation or currently threatened claims involving the Assets; (v) the Seller does not own any trademark applications or trademark or domain name registrations for the Trademarks or any confusingly similar variations thereof other than the registrations set forth on Schedule A and Schedule B hereto; (vi) the Seller has not abandoned the Seller's rights in the Assets; and (vii) upon payment of the Purchase Price and completion of the Transfer in accordance with the terms hereof, the Seller will have transferred to the Buyer all legal and beneficial ownership of the Assets.

5. **Counterparts.** This Agreement may be signed in counterparts. Signed counterparts of this Agreement transmitted via electronic means are equivalent to a signed original of this Agreement.

6. **Effectiveness; Date.** This Agreement will become effective when both Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) will be deemed the date of this Agreement (the "Effective Date"). If either Party signs but fails to date its signature, the date that the Escrow Agent receives such Party's signature will be deemed to be the date that such Party signed this Agreement.

7. **Governing Law.** This Agreement is made under, and shall be governed by and interpreted in accordance with, the laws of the State of New York, United States, without respect to its conflict of laws principles.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to such subject matter.

9. **Third-Party Beneficiaries.** Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties, their successors, assigns, licensees, subsidiaries, divisions, affiliates, and all others acting by or through them or with or under their direction or in privity with them.

11. Joint Drafting. This Agreement will be deemed to have been jointly drafted by the Parties and will be construed in accordance with its fair meaning, and not strictly against any Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

Date: 1/26/21

SELLER

GERARDO DECARO

By Gerardo DeCaro
Name: Gerardo DeCaro

Date: 01-26-2021

BUYER

WORLD TRAVEL HOLDINGS, INC.

By Donald Graff
Name: DONALD GRAFF
Title: CFO

SCHEDULE A: MARKS

<u>Mark</u>	<u>Owner</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>
CHEAPGETAWAYS	Gerardo DeCaro	87/769,342 5,658,171	January 24, 2018 January 15, 2019
CHEAPGETAWAYS.COM	Gerardo DeCaro	87/767,566 5,651,773	January 23, 2018 January 8, 2019

SCHEDULE B: DOMAIN NAME

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>	<u>Expires</u>
CHEAPGETAWAYS.COM	Gerardo DeCaro	GoDaddy.com, LLC	January 19, 2022