

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tahoe Resort Property Management, Inc. dba Tahoegetaways		01/13/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Tahoe Getaways, LLC		
Street Address:	11382 Northwoods Blvd		
City:	Truckee		
State/Country:	CALIFORNIA		
Postal Code:	96161		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4939784	TAHOE GETAWAYS	
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:	6125526094		
Email:	Leigh.Rand@jonesspross.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Leigh Rand		
SIGNATURE:	/Leigh Rand/		
DATE SIGNED:	01/25/2022		
Total Attachments: 5			
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OP \$40.00 4939784

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into this 13th day of January, 2022 and made effective as of January 1, 2022 (the "Effective Date") by and between Tahoe Resort Property Management, Inc. dba Tahoegetaways, a California corporation ("Assignor"), and Tahoe Getaways, LLC, a Delaware limited liability company ("Assignee," and collectively with Assignor, the "Parties," and each a "Party").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of January 13, 2022 (the "Purchase Agreement")¹;

WHEREAS, Assignor is the owner of all registered trademarks marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the "Assigned Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Retained Liability.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Remainder of page left intentionally blank; signature pages follow]

Execution Copy

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

**Tahoe Resort Property Management, Inc.
dba Tahoegetaways**

By: Jim Winterberger

Print Name: Jim Winterberger

Title: Chief Executive Officer

ASSIGNEE

Tahoe Getaways, LLC

By: Valhalla Group Holdings, LLC
Its: Manager

By: _____

Print Name: Matthew Foran

Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

**TRADEMARK
REEL: 007567 FRAME: 0696**

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

**Tahoe Resort Property Management, Inc.
dba Tahoegetaways**

By: _____

Print Name: _____

Title: _____

ASSIGNEE

Tahoe Getaways, LLC

By: Valhalla Group Holdings, LLC
Its: Manager

By: Matthew Foran

Print Name: Matthew Foran

Title: Chief Executive Officer

SCHEDULE A

Mark	Registration/ Application No.	Owner	Jurisdiction	Date of Registration
TAHOE GETAWAYS	4,939,784	Tahoe Resort Property Management, Inc. dba Tahoegetaways	U.S.	April 19, 2016