

05-03-1999

COVER SHEET  
3 ONLY

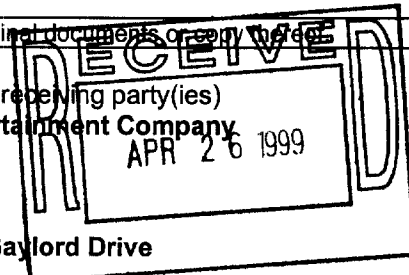
OMB No. 0651-0011 (exp. 4/94)



101027052

Atty Docket No.

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



7-06-99 mca

1. Name of conveying party(ies):  
**Scova, Inc.**

Individuals(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies) attached  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)  
 Name: **Gaylord Entertainment Company**  
 Internal Address:  
 Street Address: **One Gaylord Drive**  
 City: **Nashville**      State: **TN**      Zip: **37214**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)  
**75/274,154**  
**75/274,152**

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**  
**Suite 2800**

04/30/1999 ISMBAZZ 00000174 75274154  
 01 FC:481 40.00 OP  
 02 FC:482 25.00 OP

Street Address: **1100 Peachtree Street**

City: **Atlanta**      State: **GA**      Zip: **30309**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ **65.00**

Enclosed  
 Authorized to be charged to deposit account  
 The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**R. Charles Henn Jr.**  
 Name of Person Signing

*[Signature]*  
Signature

**4/22/99**  
Date

Total number of pages including cover sheet, attachments, and document: **5**

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the 31st day of December 1998, by and between SCOVA, INC., a corporation duly organized and existing under the laws of the State of Virginia, with its principal place of business at 510 King Street, Suite 400, Alexandria, Virginia 22314 ("Assignor") and GAYLORD ENTERTAINMENT COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business at One Gaylord Drive, Nashville, Tennessee 37214 ("Assignee").

WHEREAS, Assignor is the record owner of the U.S. trademark application S.N. 75/274,154 for IDEA ENTERTAINMENT and U.S. service mark application S.N. 75/274,152 for IDEA RECORDS (individually and collectively, the "IDEA Marks"), which have been used by Assignee with the authority of and pursuant to a license from Assignor;

NOW THEREFORE, in consideration of payment of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor assigns to the Assignee, and Assignee accepts, all of Assignor's rights, title and interest in the IDEA Marks, including any and all common law rights and the pending U.S. applications for IDEA ENTERTAINMENT (S.N. 75/274,154) and IDEA RECORDS (S.N. 75/274,152), together with that portion of Assignor's business to which the IDEA Marks pertain and the goodwill of the business symbolized by the IDEA Marks, and all rights of action and claims for past infringement.

2. Cooperation. Assignor agrees to cooperate with Assignee in connection with the assignment and registration of the IDEA Marks, and in connection with any claims or defenses based on the IDEA Marks, at the expense of the Assignee, including executing further papers and providing assistance or testimony as are reasonably requested by Assignee, but Assignor shall have no other or further obligation of any nature or kind.

3. Hold Harmless. Assignee acknowledges its awareness of (a) the nature and extent of the use of the IDEA Marks by Assignee and (b) all of the facts and circumstances relating to rights of action and claims, including actions and claims for past infringement, and, as further consideration for this assignment, Assignee agrees to defend and hold Assignor harmless from all actions and claims arising out of the use by Assignee of the IDEA Marks under license from Assignor and this assignment.

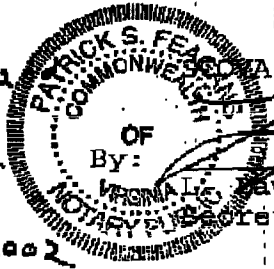
4. Agreement Binding. This Agreement is binding upon and inures to the benefit of the parties and their respective parents, subsidiaries, and affiliates, and each of their owners, officers, directors, partners, employees, agents, and representatives.

5. Entire Agreement. This Agreement contains the entire understanding and complete agreement of the parties with respect to its subject matter, and all understandings or agreements reached between the parties are merged into this Agreement. No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and executed by the parties.

6. Counterparts. This Agreement may be executed in counterparts, each of which constitutes a duplicate original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative under seal as of the first date written above.

City of Alexandria  
The foregoing instrument was  
acknowledged before me this 21  
day of January, 1999 by  
L. Lawton Rogers III Esq.  
Patrick Feagans  
My Commission Expires January 31, 2002



INC [SEAL]

OF  
By: Lawton Rogers III  
L. Lawton Rogers, III  
Secretary

GAYLORD ENTERTAINMENT CO. [SEAL]

By: Thomas J. Sherrard  
Thomas J. Sherrard  
Secretary