

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grande Palms, L.L.C.		09/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Myrtle Beach Hotels, LLC		
Street Address:	545 E. Carpenter Freeway, Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78709052	ROYALE PALMS	
Serial Number:	78709057	ROYALE PALMS AT KINGSTON SHORES	
Serial Number:	78787651		
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-745-5172		
Email:	jmuennink@winstead.com		
Correspondent Name:	Cathryn A. Berryman c/o Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	40212-G99999		
NAME OF SUBMITTER:	Cathryn A. Berryman		

CH \$90.00 78709052

Signature:

/Cathryn A. Berryman/

Date:

09/17/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of September 17, 2007 ("Effective Date"), between Myrtle Beach Hotels, LLC, a Delaware limited liability company having a principal place of business at 545 E. Carpenter Freeway, Suite 1300, Irving, Texas 75062 ("Assignee") and Grande Palms, L.L.C., a Delaware limited liability company, having a principal place of business at 545 E. Carpenter Freeway, suite 1300, Irving, Texas 75062, ("Assignor").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications and/or registrations set forth on Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademarks; and

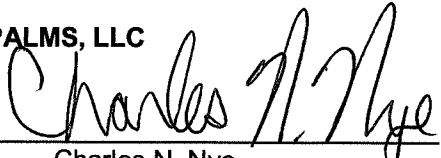
WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Trademarks and all of the goodwill associated with the businesses in which the Trademarks are used, which are on-going and existing.

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of its ownership and continuous use of the Trademarks from the date of first use or registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

GRANDE PALMS, LLC

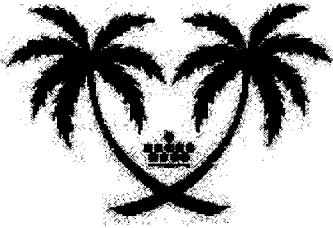
Signature: 
Name: Charles N. Nye
Title: Vice President

MYRTLE BEACH HOTELS, LLC

Signature: 
Name: Charles N. Nye
Title: Vice President

EXHIBIT A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Filing/Reg. Date</u>
ROYALE PALMS	78/709052	September 8, 2005
ROYALE PALMS AT KINGSTON SHORES	78/709057	September 8, 2005



78/787651

January 9, 2006