

**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
Busch Properties, Inc.		07/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Xanterra Kingsmill, LLC
Street Address:	6312 S. Fiddlers Green Circle
Internal Address:	Suite 600 North
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1167639	KINGSMILL
Registration Number:	1788659	KINGSMILL
Registration Number:	1791969	KINGSMILL
Registration Number:	1806453	KINGSMILL
Registration Number:	2221667	KINGSMILL RESORT
Registration Number:	1808063	KM
Registration Number:	1786018	KM

**CORRESPONDENCE DATA**

Fax Number: (804)698-2230  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (804) 775-1166  
 Email: jpeyton@mcguirewoods.com  
 Correspondent Name: Janet P. Peyton  
 Address Line 1: 901 East Cary Street

**OP \$190.00 1167639**

**900168270**

**TRADEMARK  
 REEL: 004251 FRAME: 0658**

Address Line 2: McGuireWoods LLP  
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	0208493-0033
NAME OF SUBMITTER:	Janet P. Peyton
Signature:	/Janet P. Peyton/
Date:	07/30/2010

Total Attachments: 4  
source=Assignment of KINGSMILL trademarks#page1.tif  
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## UNITED STATES TRADEMARK ASSIGNMENT

THIS UNITED STATES TRADEMARK ASSIGNMENT (this "Assignment"), is made as of this 30th day of July, 2010 (the "Closing Date"), by and between BUSCH PROPERTIES, INC., a Delaware corporation ("Assignor"), and XANTERRA KINGSMILL, LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement dated as of July 12, 2010, between Assignor and Assignee (as amended or supplemented from time to time, the "Purchase Agreement").

### Recitals

A. Assignor adopted, used and is the owner of the trademarks and service marks set forth on Schedule A attached hereto in connection with the goods or services described therein, together with the goodwill of the business relating thereto, and all common law rights relating thereto, along with the domain name www.kingsmill.com, along with the United States Trademark Registrations relating thereto as set forth on Schedule A (collectively, the "Marks"); and

B. Assignee is desirous of acquiring the Marks.

### Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Marks throughout the world and all goodwill relating thereto (but specifically excluding International Class 36 from Registration No. 1,167,639, which Registration shall be divided, and with respect to Class 36 shall be retained by the Assignor), including the right to sue for past, present and future infringements and collect damages relating to the same, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and term of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made. Assignor makes this Assignment free and clear from any and all liens, licenses, sublicenses, security interests and encumbrances of any kind.

Assignor covenants that Assignor is the owner of the Marks and the holder of record and title to the registrations relating to the Marks, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

*Assignor's signature page to follow.*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officer thereunto duly authorized, as of the 30th day of July, 2010.

BUSCH PROPERTIES, INC., a Delaware corporation

By: *[Signature]*  
Name: Michael R. Taylor  
Title: President

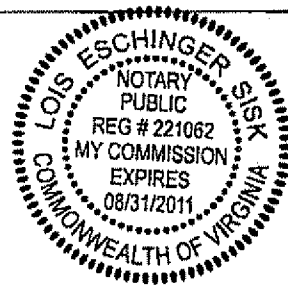
Commonwealth of Virginia  
City/County of Richmond:

On this 29<sup>th</sup> day of July, 2010, before me personally appeared Michael R. Taylor, to me known to be the President of Busch Properties, Inc., a Delaware corporation, on whose behalf he executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed on behalf of the corporation.

My commission expires: 8/31/11.

*Lois Eschinger Sisk*  
Notary Public  
Name: \_\_\_\_\_

[SEAL]



Schedule A

**U.S. Trademark Registrations:**

Trademark and U.S. Registration No.	Services	Registration Date
KINGSMILL  1,167,639 (or successor registration subject to Request to Divide)	GOLF FACILITIES (Class 41); RESTAURANT SERVICES (Class 42)	01 SEPT. 1981
KINGSMILL  1,788,659	PROVIDING BANQUET AND SOCIAL FUNCTION FACILITIES FOR SPECIAL OCCASIONS; CAFÉ, RESTAURANT, COCKTAIL LOUNGE AND BAR SERVICES; ROOM SERVICE; RETAIL STORES IN THE NATURE OF GOLF AND TENNIS PRO SHOPS AND RETAIL GIFT AND APPAREL SHOPS; RESORT HOTEL SERVICES; HOTEL AND CONFERENCE CONCIERGE SERVICES; CATERING; MASSAGE THERAPY SERVICES; CHILD CARE SERVICES (Class 42)	17 AUG 1993
KINGSMILL  1,791,969	GOLF COURSES; GOLF CLUB SERVICES; ENTERTAINMENT IN THE NATURE OF GOLF TOURNAMENTS; PROVIDING GOLF, TENNIS, FISHING, FITNESS, NUTRITION, AND EXERCISE INSTRUCTION; PROVIDING FACILITIES FOR GOLF, TENNIS, RENTAL OF GOLF, TENNIS AND FISHING EQUIPMENT; HEALTH CLUB SERVICES; FEATURING BILLIARDS, AND CHESS; RECREATIONAL DAY CAMPS FOR YOUTHS; RENTAL OF AUDIO-VISUAL EQUIPMENT; ARRANGING AND CONDUCTING EDUCATIONAL CONFERENCES; EDUCATIONAL DEMONSTRATIONS (Class 41)	07 SEP 1993
KINGSMILL  1,806,453	PROVIDING MARINA SERVICES (Class 39)	23 NOV 1993

Trademark and U.S. Registration No.	Services	Registration Date
KINGSMILL RESORT  2,221,667	BOTTLED DRINKING WATER (Class 32)	02 FEB 1999
KM and Design  1,808,063	GOLF COURSES; GOLF CLUB SERVICES; ENTERTAINMENT IN THE NATURE OF GOLF TOURNAMENTS; PROVIDING GOLF, TENNIS, FISHING, FITNESS, NUTRITION AND EXERCISE INSTRUCTION; PROVIDING FACILITIES FOR GOLF, TENNIS, RENTAL OF GOLF, TENNIS, AND FISHING EQUIPMENT; HEALTH CLUB SERVICES; FEATURING BILLIARDS, AND CHESS; RECREATIONAL DAY CAMPS FOR YOUTHS; AND RENTAL OF AUDIO-VISUAL EQUIPMENT. (Class 41)	30 NOV 1993
KM and Design  1,786,018	PROVIDING BANQUET AND SOCIAL FUNCTION FACILITIES FOR SPECIAL OCCASIONS; CAFÉ, RESTAURANT, COCKTAIL LOUNGE AND BAR SERVICES; ROOM SERVICE; RETAIL STORES IN THE NATURE OF GOLF AND TENNIS PRO SHOPS AND RETAIL GIFT AND APPAREL SHOPS; RESORT HOTEL SERVICES; HOTEL AND CONFERENCE CONCIERGE SERVICES; CATERING; MASSAGE THERAPY SERVICES; CHILD CARE SERVICES (Class 42)	03 AUG 1993

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