

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
Rosemary Beach Cottage Rental Company		02/01/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Rosemary Beach Holdings, LLC		
Street Address:	4540 Highway 20 East		
City:	Niceville		
State/Country:	FLORIDA		
Postal Code:	32578		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2579285	ROSEMARY BEACH	
Registration Number:	2582789	ROSEMARY BEACH	
Registration Number:	2173182	ROSEMARY BEACH	
Registration Number:	2210420	ROSEMARY BEACH	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6023826000		
Email:	pdemello@swlaw.com		
Correspondent Name:	J. Damon Ashcraft, c/o SNELL & WILMER		
Address Line 1:	400 E. Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	41739.0079		
NAME OF SUBMITTER:	J. Damon Ashcraft		

CH \$115.00 2579285

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TRADEMARK
REEL: 004466 FRAME: 0958

Signature:	/J. Damon Ashcraft/
Date:	02/03/2011
Total Attachments: 6 source=41739.0079.IntangibleAssetsAssignment#page1.tif source=41739.0079.IntangibleAssetsAssignment#page2.tif source=41739.0079.IntangibleAssetsAssignment#page3.tif source=41739.0079.IntangibleAssetsAssignment#page4.tif source=41739.0079.IntangibleAssetsAssignment#page5.tif source=41739.0079.IntangibleAssetsAssignment#page6.tif	

INTANGIBLE ASSETS ASSIGNMENT

This Intangible Assets Assignment (this "Assignment") is made effective as of ~~January~~ February 1, 2011 (the "Effective Date") by ROSEMARY BEACH COTTAGE RENTAL COMPANY, a Florida corporation ("Assignor"), for the benefit of ROSEMARY BEACH HOLDINGS, LLC, a Florida limited liability company ("Assignee"). This Agreement is made pursuant to that certain Asset Purchase Agreement by and between Assignor, Assignee and the other parties thereto, made effective as of January 7, 2011 (the "Purchase Agreement"). All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to the Intangible Assets, including, but not limited to, those certain trademarks, service marks and trade names listed on Exhibit A attached hereto (collectively, the "Marks") and the other Intangible Assets listed on Exhibit B attached hereto, together with the goodwill of Assignor's business and common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.
2. Assignment of Domain Names. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to the internet domain name listed on Exhibit C attached hereto (collectively, the "Domain Name").
3. Purchase Agreement. Assignee and Assignor mutually acknowledge and agree that the terms and provisions of the Purchase Agreement shall apply to this Assignment, and the terms and conditions of this Assignment shall be construed consistently therewith.
4. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.
5. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and related rights in Assignee.

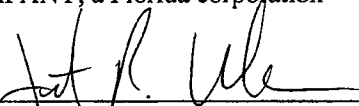
6. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States whose duty it is to issue the Marks to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

“ASSIGNOR”:

ROSEMARY BEACH COTTAGE RENTAL
COMPANY, a Florida corporation

By: 
Name: Justin R. Wheeler
Title: Vice President

“ASSIGNEE”:

ROSEMARY BEACH HOLDINGS, LLC,
a Florida limited liability company


By: 
Name: Mike Rose
Title: Manager

Exhibit A

Trademark Registrations

Mark	Registrant / Owner (as per PTO reports)	Serial No.	Reg. No.	Registration Date
Rosemary Beach	Rosemary Beach Land Company	75707986	2579285	2/8/00
Rosemary Beach	Rosemary Beach Land Company	75703456	2582789	6/18/02
Rosemary Beach	Rosemary Beach Land Company	75361354	2173182	7/14/98
Rosemary Beach	Rosemary Beach Land Company	75309149	2210420	12/15/98

Trade Names

“Rosemary Beach”
“Rosemary Beach Cottage Rental Company”
“Bamboo Bicycle Company”
“Rosemary Beach Trading Company”
“Bambora Sun and Surf Company”
“Rosemary Beach Realty”
“Rosemary Beach Land Company”
“Rosemary Beach Fitness Center”
“Rosemary Beach Racquet Club”

Exhibit B

Certain Intangible Assets

Certain telephone and facsimile number listed on the Rosemary Beach Team Quick List attached hereto.

Exhibit C

Domain Name

www.rosemarybeach.com

www.bamboobicyclecompany.com

www.rosemarybeachsales.com

www.rbtradingcompany.com.

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