

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bahama Bay Resort Management, LLC		09/30/2011	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	WVR Central Florida, LLC
<b>Street Address:</b>	7 Sylvan Way
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3994939	BAHAMA BAY
Registration Number:	3999389	BAHAMA BAY RESORT & SPA
Registration Number:	3999529	BAHAMA BAY
Registration Number:	3999528	BAHAMA BAY
Registration Number:	3999527	BAHAMA BAY RESORT & SPA ORLANDO, FLORIDA
Registration Number:	3999526	BAHAMA BAY RESORT & SPA ORLANDO

**CORRESPONDENCE DATA**

Fax Number: (973)753-6620  
 Phone: 973-753-6455  
 Email: uspto.mail@wyn.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Susan L. Crane  
 Address Line 1: 22 Sylvan Way  
 Address Line 2: 3rd Floor

**CH \$165.00 3994939**

Address Line 4: Parsippany, NEW JERSEY 07054

ATTORNEY DOCKET NUMBER:	RESORTQUEST - WER
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NAME OF SUBMITTER:	Susan L. Crane
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Signature:	/susanlcrane/
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Date:	10/14/2011
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**Total Attachments: 8**

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## **ASSIGNMENT OF U.S. TRADEMARK RIGHTS**

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 30th day of September, 2011, by and between Bahama Bay Resort Management, LLC ("Assignor"), a Florida liability company with its principal place of business at 400 Gran Bahama Boulevard, Davenport, FL 33897 and WVR Central Florida, LLC ("Assignee"), a Delaware limited liability company with its principal place of business at 7 Sylvan Way, Parsippany, New Jersey 07045.

WHEREAS, this Assignment shall be effective as of the Effective Time;

WHEREAS, Assignor is the owner of the trademarks and United States Trademark registrations that are the subject of this assignment and are set forth on Exhibit 1 (the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of September 28, 2011 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides that (i) Assignor shall assign, transfer, convey and deliver to Assignee and (ii) Assignee shall acquire, all of the right, title and interest of Assignor in, to and under the Marks, all upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest of Assignor in, to and under the Marks, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, to and under the Marks, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor's right, title and interest in, to, and under the Marks, including all registrations therefor and renewals thereof and all goodwill appurtenant thereto or symbolized thereby, and all claims, defenses, judgments, rights (including all rights to sue and bring other claims and damages, including attorneys' fees and expenses) therefrom or lost profits in connection therewith and remedies at law or in equity, or causes of action of Assignor, to the extent relating to the Marks, including claims relating to the infringement, misappropriation, dilution or other violation or wrongful use of the Marks.

2. Assignor hereby authorizes the United States Patent and Trademark Office to record the Marks as the property of Assignee and to issue a certificate of registration to Assignee in Assignee's name.

3. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignee's and Assignor's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

4. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

5. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the Laws of the State of Delaware.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

BAHAMA BAY RESORT MANAGEMENT, LLC

By:   
\_\_\_\_\_

Name: *LAURENCE E. BASHAM*

Title: *MANAGER*

WVR CENTRAL FLORIDA, LLC

By: \_\_\_\_\_

Name:

Title:

State of FLORIDA

County of POLK

On SEPTEMBER 30, 2011 before me, KATHLEEN BANNER  
personally appeared LAURENCE BASHAM personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Banner (Seal)

NOTARY PUBLIC-STATE OF FLORIDA  
Kathleen Banner  
Commission # DD758665  
Expires: FEB. 13, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

BAHAMA BAY RESORT MANAGEMENT, LLC

By: \_\_\_\_\_

Name:

Title:

WVR CENTRAL FLORIDA, LLC

By: 

Name: PAUL F. CASH

Title: EVP AND GENERAL COUNSEL



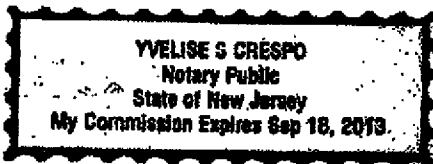
State of NEW JERSEY

County of MORRIS





On September 30, 2013 before me, Yvelise S. Crespo  
personally appeared PAUL F CASH personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Yvelise S. Crespo (Seal)



**EXHIBIT 1**

Mark	US Trademark Registration No.
BAHAMA BAY	3,994,939
BAHAMA BAY RESORT & SPA	3,999,389
	3,999,529
	3,999,528
	3,999,527
	3,999,526