

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
Ryman Hospitality Properties, Inc.		12/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GPSI, Inc.		
Street Address:	One Gaylord Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3279447	HEE HAW LAFFS!	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6158508741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	027802.27001		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/ROBERT P. FELBER, JR./		

OP \$40.00 3279447

Date:

12/31/2012

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARK, ACCOMPANYING
REGISTRATION AND GOODWILL**

Effective as of December 31, 2012 (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Ryman Hospitality Properties, Inc.**, a Delaware corporation with offices at One Gaylord Drive, Nashville, Tennessee 37214 (the "Assignor"), does hereby sell, assign, transfer and set over to **GPSI, Inc.**, a Delaware corporation with offices at One Gaylord Drive, Nashville, Tennessee 37214 (the "Assignee"), all of Assignor's rights, title and interest in and to the trademark listed on Exhibit A attached hereto (the "Mark"), the application and registration therefor, any renewals or extensions of such registration, and all rights therein and thereto (including common law rights) throughout the world, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or 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.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the application and registration therefor and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

RYMAN HOSPITALITY
PROPERTIES, INC.

GPSI, Inc.

By: Carter R. Todd

By: Carter R. Todd

Name: Carter R. Todd

Name: Carter R. Todd

Title: Secretary

Title: Secretary

EXHIBIT A

ASSIGNMENT OF TRADEMARK, ACCOMPANYING
REGISTRATION AND GOODWILL

The Mark

<u>Trademark</u>	<u>Registration No.</u>
HEE HAW LAFFS! (and design)	3279447