

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
PIER HOUSE JOINT VENTURE		05/09/2013	PARTNERSHIP: FLORIDA

**RECEIVING PARTY DATA**

Name:	Ashford Pier House LP
Street Address:	14185 Dallas Parkway
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1754007	CARIBBEAN SPA
Registration Number:	1637166	CARIBBEAN SPA
Registration Number:	1756963	CARIBBEAN SPA
Registration Number:	1596908	
Registration Number:	1738833	PIER HOUSE
Registration Number:	1756964	PIER HOUSE
Registration Number:	1603060	PIER HOUSE
Registration Number:	1640019	PRETENDERS IN PARADISE
Serial Number:	85832540	PIER HOUSE RESORT AND CARIBBEAN SPA

**CORRESPONDENCE DATA**

Fax Number: 2146594832  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-659-4578

CH \$240.00 1754007

Email: nealk@akllp.com  
Correspondent Name: Michele P. Schwartz  
Address Line 1: 1717 Main Street  
Address Line 2: Suite 3700  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	210104
NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	05/31/2013
Total Attachments: 3 source=PierAssign#page1.tif source=PierAssign#page2.tif source=PierAssign#page3.tif	

## ASSIGNMENT

**ASSIGNMENT** made this 14th day of May, 2013, by and between Pier House Joint Venture, a Florida general partnership consisting of JG Key West LLC and JG Pier House LLC, both being Ohio limited liability companies ("Assignor"), located at 25425 Center Ridge Road, Cleveland, Ohio 44145 and Ashford Pier House LP, a Limited Partnership organized under the laws of Delaware ("Assignee"), located and having its principal place of business at 14185 Dallas Parkway, Suite 1100, Dallas, Texas 75254.

**WHEREAS**, Assignor has adopted, used, and is the present owner of the trademarks and service marks (hereinafter collectively, the "Marks") set forth below:

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
CARIBBEAN SPA	1,754,007
CARIBBEAN SPA & Design	1,637,166
CARIBBEAN SPA & Design	1,756,963
Palm Tree Logo	1,596,908
PIER HOUSE	1,738,833
PIER HOUSE	1,756,964
PIER HOUSE & Design	1,603,060
PRETENDERS IN PARADISE	1,640,019

<u>MARK</u>	<u>APP. SERIAL NO.</u>
PIER HOUSE RESORT AND CARIBBEAN SPA & Design	85/832,540

**WHEREAS**, Assignee is desirous of acquiring the Marks and the goodwill of the business associated therewith, as well as the federal registrations and federal application therefor.

**NOW, THEREFORE**, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its right, title, and interest in and to the Marks, as well as the above-identified federal registrations and federal application therefor, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue, for and receive all damages occurring from, any past infringing uses of any of the Marks.

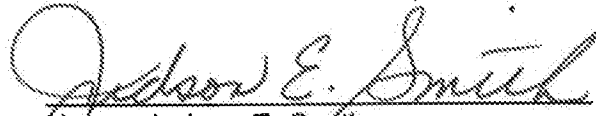
Assignor hereby expressly warrants that it has good and valid title to the Marks, including the registrations therefore (as shown at Reel 4983, Frame 0416 of the records in the Assignment Division of the U.S. Patent and Trademark Office). Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors, and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date written above.

**PIER HOUSE JOINT VENTURE**

**BY: JG KEY WEST LLC, a General Partner**



Name: Judson E. Smith  
Title: Chief Executive Officer

State Of Ohio )  
County Of Cuyahoga ) **ss:**

Judson E. Smith, being duly sworn, did depose and say this 2<sup>nd</sup> day of May, 2013, that he has read and signed the foregoing Assignment and knows and understands the contents thereof; that he acknowledged that he signed it as a free act on his own behalf and on the behalf of the corporation known as Pier House Joint Venture, and that he had authority from said corporation to sign the instrument.

  
Notary Public

My Commission Expires:

LINDA K. MORAN  
Notary Public - State of Ohio  
Recorded in Cuyahoga County  
My Commission Expires on 4/5/2016

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Assignment of Trademarks and Service Marks  
Assignor's Signature Page