

## 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
Fillmore BC, Inc.		06/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Omni Barton Creek, Inc.		
Street Address:	4001 Maple Avenue		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4068079	THREE SPRINGS	
Registration Number:	3925398	BARTON CREEK RESORT & SPA	
Registration Number:	3895461	ELIZA'S	
Registration Number:	2375038	BARTON CREEK	
Registration Number:	3607965	8212 WINE BAR & GRILL	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-368-4000		
Email:	ch.tm@dlapiper.com, debbie.leget@dlapiper.com		
Correspondent Name:	Mark I. Feldman		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		

CH \$140.00 4068079

ATTORNEY DOCKET NUMBER:	365392-1 OMNI BARTON CREE
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark Feldman/
Date:	07/26/2013
<b>Total Attachments: 4</b> source=Affiliate Owner Trademark Assignment Agreement - Fillmore BC, Inc and Omni Barton Creek, Inc#page1.tif source=Affiliate Owner Trademark Assignment Agreement - Fillmore BC, Inc and Omni Barton Creek, Inc#page2.tif source=Affiliate Owner Trademark Assignment Agreement - Fillmore BC, Inc and Omni Barton Creek, Inc#page3.tif source=Affiliate Owner Trademark Assignment Agreement - Fillmore BC, Inc and Omni Barton Creek, Inc#page4.tif	

**AFFILIATE OWNED TRADEMARK ASSIGNMENT AGREEMENT**

**(Barton)**

TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") dated as of June 30, 2013 ("Effective Date") by and between Fillmore BC, Inc., a Delaware corporation ("Assignor"), and Omni Barton Creek, Inc., a Delaware corporation ("Assignee").

**RECITALS**

WHEREAS, Assignor, Assignee and the other signatories thereto are parties to a Stock Purchase Agreement, dated as of June 6, 2013 (as amended, the "Purchase Agreement"). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

WHEREAS, Assignor owns certain trademarks and trademark applications and/or registrations as set forth on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. **Assignment.** Assignor does hereby assign to Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Trademarks, together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Trademarks and the goodwill of the business symbolized by the Trademarks and any and all trademark applications and/or renewals and all registrations or certificates that may be issued or granted for the Trademarks throughout the United States and in any and all other countries of the world, as well as the right to sue for and recover damages for past, present and future infringements and any rights of priority.

2. **Recordation.** Assignor hereby requests that the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

3. **Further Assurances.** Assignor shall take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its

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attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The parties agree and acknowledge that this appointment is coupled with an interest, and the parties will take no steps in opposition to or to terminate such appointment.

4. **No Amendment to Purchase Agreement.** Notwithstanding any other provision of this Trademark Assignment Agreement to the contrary, nothing contained in this Trademark Assignment Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications of the parties hereto set forth in the Purchase Agreement nor shall this Trademark Assignment Agreement expand or enlarge any remedies under the Purchase Agreement, including, without limitation, any limits on indemnification specified therein. This Trademark Assignment Agreement is intended only to effect the transfer of certain property and rights, and the assumption of certain liabilities, transferred, assigned and assumed pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and provisions of the Purchase Agreement.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**FILLMORE BC, INC.**

By: 

Name: Steven S. Siegel

Title: Chief Operating Officer

STATE OF   COLORADO   )

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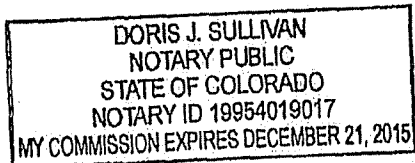
COUNTY OF   DENVER   )

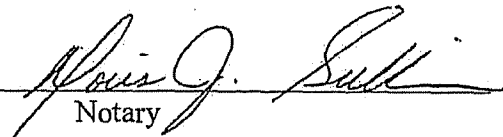
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On June 30, 2013, before me, Doris J. Sullivan, Notary Public, personally appeared Steven S. Siegel, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within 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.

My commission expires: \_\_\_\_\_



  
Notary

[Signature Page to Affiliate Owned Trademark Assignment Agreement]

**Exhibit A**

**Trademarks**

Registration No.	Trademark
4068079	THREE SPRINGS & Design
3925398	BARTON CREEK RESORT & SPA
3895461	ELIZA'S
2375038	BARTON CREEK
3607965	8212 WINE BAR & GRILL

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