## 900264185 08/21/2013

## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/02/2012

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Starwood Hotels & Resorts Worldwide, Inc.		07/01/2013	CORPORATION: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	Cove Haven Propco, L.L.C.
Street Address:	545 E. John Carpenter Frwy
Internal Address:	Suite 1400
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1174566	COVE HAVEN
Registration Number:	1274588	COVE HAVEN
Registration Number:	1268762	COVE HAVEN

#### **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: 2146594578

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

**TRADEMARK** 

REEL: 005095 FRAME: 0202

H \$30.00

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ATTORNEY DOCKET NUMBER:	171464
NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	08/21/2013
Total Attachments: 3 source=covehaven assignmentsb#page1.tif source=covehaven assignmentsb#page2.tif source=covehaven assignmentsb#page3.tif	

TRADEMARK
REEL: 005095 FRAME: 0203

### ASSIGNMENT OF SERVICE MARKS

This Assignment of Service Marks (this "Assignment") is made to be effective as of October 2, 2012, by and between Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation, (the "Assignor"), and Cove Haven Propco, L.L.C., a Delaware limited liability company, (the "Assignee").

BY THIS INSTRUMENT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns, all rights, title and interest in and to the three (3) service marks listed in Schedule A, including without limitation, the United States Service Mark Registrations therefor, including all common law rights and goodwill associated therewith (collectively, the "Service Marks"), and the entire right, title and interest in and to any and all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof, to have and to hold the Service Marks forever, free and clear of all encumbrances.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Service Marks and registrations therefor.

This Assignment will be binding on the Assignor and its successors and assigns, and will inure to the benefit of the Assignee and its successors and assigns.

The Assignor hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed any agreement inconsistent herewith and will not execute any agreement inconsistent herewith without Assignee's consent.

This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Assignment.

[Remainder of page intentionally left blank; Signature page to follow.]

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered in their names by their respective duly authorized officers or representatives, to be effective as of the date first written above.

### ASSIGNOR:

STARWOOD HOTELS & RESORTS WORLDWIDE, INC.

Den	Tank	
Ву:		
Name:	Todd Noonan	
Title:	Senior Vice President & Assistant	Secretary
Date:	July 1, 2013	
ASSIG	NEE:	
Cove I	Iaven Propco, L.L.C.	
By:		
Name:	Ron J. Hoyl	
Title:	Vice President	

## SCHEDULE A

# Service Marks

- 1. COVE HAVEN
- U.S. Service Mark Registration No. 1,174,566
- Cove Haven
  - U.S. Service Mark Registration No. 1,274,588
  - Cove Haven
- 3. U.S. Service Mark Registration No. 1,268,762

**RECORDED: 08/21/2013**