

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chockstone, Inc.	FORMERLY Timbers Company, Inc.	08/15/2014	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Timbers Holdings, LLC
Street Address:	201 Main Street, Suite 202
City:	Carbondale
State/Country:	COLORADO
Postal Code:	81623
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3358865	A SIGNATURE DEVELOPMENT OF TIMBERS RESOR
Registration Number:	3968337	A TIMBERS RESORTS RESIDENCE CLUB
Registration Number:	3262462	TIMBERS COLLECTION
Registration Number:	3572144	TIMBERS RESORTS
Serial Number:	86037717	A SIGNATURE DEVELOPMENT OF TIMBERS RESOR
Serial Number:	86155932	A TIMBERS RESIDENCE CLUB
Serial Number:	86021917	A TIMBERS RESORT
Serial Number:	86021918	TIMBERS COLLECTION
Serial Number:	86021914	TIMBERS RESORTS
Serial Number:	78621036	PARADISE PERFECTED
Registration Number:	3150376	TIMBERS COMPANY

CORRESPONDENCE DATA

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

TRADEMARK

Address Line 4:	Irvine, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	67302-00069
NAME OF SUBMITTER:	Stephanie S. Kann
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	08/15/2014
Total Attachments: 8 source=Timbers - Assignment of Trademarks (Executed Version)#page1.tif source=Timbers - Assignment of Trademarks (Executed Version)#page2.tif source=Timbers - Assignment of Trademarks (Executed Version)#page3.tif source=Timbers - Assignment of Trademarks (Executed Version)#page4.tif source=Timbers - Assignment of Trademarks (Executed Version)#page5.tif source=Timbers - Assignment of Trademarks (Executed Version)#page6.tif source=Timbers - Assignment of Trademarks (Executed Version)#page7.tif source=Timbers - Assignment of Trademarks (Executed Version)#page8.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), dated as of August 15, 2014, is entered into by and between Chockstone, Inc. (f/k/a Timbers Company, Inc.), a Colorado corporation ("Assignor") and Timbers Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Exhibit A hereto, including all related common law rights with respect thereto (the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as Assignee may reasonably request from time to time, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.


6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

Chockstone, Inc. (f/k/a Timbers Company, Inc.),
a Colorado corporation


By: 
Name: David A. Burden
Title: President

Acknowledged and
Accepted:

ASSIGNEE:

Timbers Holdings, LLC, a Delaware limited
liability company

By: Chockstone, Inc. (f/k/a Timbers Company,
Inc.), a Colorado corporation, its Sole Member

By: 
Name: David A. Burden
Title: President

[Signature Page to Assignment of Trademarks]

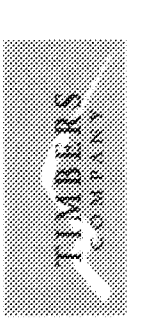
EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

Mark	Owner	Filing Date	Date of First Use	Country Registration/ Serial Number	Goods and Services International Class	Status	Future Actions/ Comments
A SIGNATURE DEVELOPMENT OF TIMBERS RESORTS®	Timbers Company, Inc.	4/4/2007	11/17/2006	U.S. Serial No. 77/148038 Reg. No. 3358865	Real estate marketing services, namely, business marketing for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units; real estate financing (IC 36)	REGISTERED 12/25/2007 Affidavit of Use filed 11/15/2013; accepted 11/29/2013	Renewal due 12/25/2016 through 12/25/2017
A TIMBERS RESORTS RESIDENCE CLUB®	Timbers Company, Inc.	7/29/2009	2/1/2009	U.S. Serial No. 77/792172 Reg. No. 3968337	Real estate marketing services, namely, business marketing for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units; real estate financing (IC.36)	REGISTERED 5/31/2011	Section 8&15 Affidavit due 5/31/2016 through 5/31/2017 Renewal due 5/31/2020 through 5/31/2021

Mark	Owner	Filing Date	Date of First Use	Country Registration/ Serial Number	Goods and Services International Class	Status	Future Actions/ Comments
TIMBERS COLLECTION®	Timbers Company, Inc.	4/23/2005	7/00/2005	U.S. Serial No. 78/615336 Reg. No. 3262462	Real estate marketing services, namely, business marketing for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units; real estate financing (IC 36)	REGISTERED 7/10/2007 Affidavit of Use filed 6/24/2013; accepted 7/10/2013	Renewal due 7/10/2016 through 7/10/2017
TIMBERS RESORTS®	Timbers Company, Inc.	6/27/2008	9/2006	U.S. Serial No. 77/509541 Reg. No. 3572144	Real estate marketing services, namely, business marketing for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units; real estate financing (IC 36) Real estate resort development services (IC 37)	REGISTERED 2/10/2009 Affidavit of Use filed 2/14/2014; accepted 3/7/2014	Renewal due 2/10/2018 through 2/10/2019
A SIGNATURE DEVELOPMENT OF TIMBERS RESORTS	Timbers Company, Inc.	8/14/2013	3/00/2006	U.S. Serial No. 86037717	Resort hotels; restaurant and bar services (IC 43)	PENDING 11/14/2013 Office Action	Response to Office Action due 5/14/2014

Mark	Owner	Filing Date	Date of First Use	Country Registration/ Serial Number	Goods and Services International Class	Status	Future Actions/ Comments
A TIMBERS RESIDENCE CLUB	Timbers Company, Inc.	1/2/2014	3/01/2013	U.S. Serial No. 86155932	Real estate marketing services, namely, business marketing for sale of condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units; real estate financing (IC 36)	PENDING 4/10/2014 Office Action	Response to Office Action due 10/4/2014
A TIMBERS RESORT	Timbers Company, Inc.	7/29/2013	9/15/2010	U.S. Serial No. 86/021917	Real estate marketing services, namely, business marketing for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units; real estate financing (IC 36) Resort hotels; restaurant and bar services; private residence club services, namely, providing club members temporary accommodations in company owned or leased private residences (IC 43)	PENDING 11/14/2013 Office Action	Response to Office Action due 5/14/2014

Mark	Owner	Filing Date	Date of First Use	Country Registration/ Serial Number	Goods and Services International Class	Status	Future Actions/ Comments
TIMBERS COLLECTION	Timbers Company, Inc.	7/29/2013	7/00/2005	U.S. Serial No. 86/021918	Resort hotels; restaurant and bar services; private residence club services, namely, providing club members temporary accommodations in company owned or leased private residences (IC 43)	PENDING 11/14/2013 Office Action	Response to Office Action due 5/14/2014
TIMBERS RESORTS	Timbers Company, Inc.	7/29/2013	9/2006	U.S. Serial No. 86/021914	Resort hotels; restaurant and bar services; private residence club services, namely, providing club members temporary accommodations in company owned or leased private residences (IC 43)	PENDING 11/14/2014 Office Action	Response to Office Action due 5/14/2014
PARADISE PERFECTED	Timbers Company, Inc.	5/2/2005	1/31/2004	U.S. Serial No. 78621036	Real estate marketing services, namely, market for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management and operation of condominium resident units and fee simple ownership resident units, fractional interest units, real estate financing (IC 36)	ABANDONED Notice of Abandonment dated 3/19/2007	

Mark	Owner	Filing Date	Date of First Use	Country Registration/ Serial Number	Goods and Services International Class	Status	Future Actions/ Comments
	Timbers Company, Inc.	4/18/2005	1/31/2005	U.S. Serial No. 76/636318 Reg. No. 3150376	Real estate marketing services, namely, business marketing for sale condominium resident units and fee simple ownership units and fractional interest units (IC 35) Real estate services, namely, listing, leasing, brokerage, management of condominium resident units and fee simple ownership resident units, and fractional interest units, real estate financing (IC 36)	CANCELED 5/10/2013	