

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320864

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hotel Park City Residential Condominium Project Assocation, Inc.		10/21/2014	non-profit corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hotel Park City Condominium Association, Inc.		
<b>Street Address:</b>	PO Box 682972		
<b>City:</b>	Park City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	68972		
<b>Entity Type:</b>	non-profit corporation: UTAH		
<b>Name:</b>	Hotel Park City Condominium Association, Inc.		
<b>Street Address:</b>	PO Box 682972		
<b>City:</b>	Park City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	68972		
<b>Entity Type:</b>	non-profit corporation: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85749739	HOTEL PARK CITY	
<b>Serial Number:</b>	85749760	HOTEL PARK CITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015366111		
<i>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.</i>			
<b>Phone:</b>	8015321234		
<b>Email:</b>	trademarks@parsonsbehle.com		
<b>Correspondent Name:</b>	Margaret Niver McGann		
<b>Address Line 1:</b>	201 South Main Street, Suite 1800		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	21529.001 ASSIGNMENT B		
<b>NAME OF SUBMITTER:</b>	Margaret Niver McGann		<b>TRADEMARK</b>

OP \$65.00 85749739

<b>SIGNATURE:</b>	/Margaret Niver McGann/
<b>DATE SIGNED:</b>	10/22/2014
<b>Total Attachments: 4</b> source=trademark assignment a#page1.tif source=trademark assignment a#page2.tif source=trademark assignment a#page3.tif source=trademark assignment a#page4.tif	

## Exhibit A

### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made by Hotel Park City Residential Condominium Project Association, Inc., ("RHOA"), a Utah non-profit, in favor of Hotel Park City Condominium Association, Inc. ("MHOA"), a Utah non-profit corporation, pursuant to a Trademark Assignment and License Agreement (the "Settlement Agreement").

WHEREAS, under the terms of the Settlement Agreement, RHOA has conveyed, transferred and assigned to MHOA, among other assets, certain intellectual property of RHOA, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, RHOA agrees as follows:

1. Assignment. In consideration for the execution of the Settlement Agreement, and valuable consideration, the receipt and sufficiency are hereby acknowledged, RHOA hereby irrevocably conveys, transfers and assigns to MHOA all of RHOA's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) RHOA hereby assigns and transfers to MHOA and its successors and assigns all right, title, and interest in and to the RHOA Marks, service marks, logos, materials, royalties, rents, and any and all other benefits related to the RHOA Marks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the RHOA Marks, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding, such assignment being irrevocable and without reservation of any kind.

2. Recordation and Further Actions. RHOA authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by MHOA. RHOA shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to MHOA, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The terms of the Settlement Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided

therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, RHOA has duly executed and delivered this Trademark  
Assignment as of this day of ~~September~~, 2014.

21 October

By: 

Name: RICKY TEICHMAN

Title: PRESIDENT

Address for Notices:

AGREED TO AND ACCEPTED:

By: 

Name: RICKY TEICHMAN

Title: PRESIDENT

Address for Notices:

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Goods/Services	IC
HOTEL PARK CITY	85/749,739	Resort hotel services	
HOTEL PARK CITY AND DESIGN	85/749,760	Resort hotel services	