

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321321

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the supporting document as filed with this assignment previously recorded on Reel 005057 Frame 0881. Assignor(s) hereby confirms the ASSIGNS THE ENTIRE INTEREST.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTERRA, LLC		09/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Robert Bosch Tool Corporation		
Street Address:	1800 W CENTRAL RD		
City:	MT PROSPECT		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3342226		
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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>			
Phone:	(312) 554-8000		
Email:	kep@pattishall.com		
Correspondent Name:	Demetra Merikas		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	98700-000-00279		
NAME OF SUBMITTER:	Demetra Merikas		
SIGNATURE:	/Demetra Merikas/		
DATE SIGNED:	10/28/2014		
Total Attachments: 11			
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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
Sunterra, LLC		09/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Robert Bosch Tool Corporation		
Street Address:	1800 W Central Rd		
City:	Mt Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3342226		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	708-681-7164		
Email:	bvtrademark@us.bosch.com		
Correspondent Name:	Robert Bosch LLC		
Address Line 1:	2800 South 25th Avenue		
Address Line 4:	Broadview, ILLINOIS 60155		
ATTORNEY DOCKET NUMBER:	PTNA - SUNTERRA TM ASSIGN		
NAME OF SUBMITTER:	Wayne S. Kauffman III		
Signature:	/Wayne S. Kauffman III/		

CH \$40.00 3342226

Date:

06/27/2013

Total Attachments: 3

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TRADEMARK
REEL: 005388 FRAME: 0827

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of September 18, 2008, is made by and between Sunterra, LLC (the "Assignor"), a Delaware limited liability company, and Robert Bosch Tool Corporation (the "Assignee"), a Delaware corporation. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, L.R. Nelson Corporation, a Delaware corporation ("L.R. Nelson") and Assignee have entered into a Global Purchase Agreement, dated as of September 17, 2008 (the "Purchase Agreement"), pursuant to which L.R. Nelson agreed to cause Assignor to assign to Assignee the Intellectual Property Assets, including, but not limited to, the patents and patent applications identified on Schedule A (collectively, the "Patents") and the copyright and trademark registrations and applications identified on Schedule B (each, respectively, the "Copyrights" and "Trademarks"); and

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, the sum of one dollar (US\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Copyrights and Trademarks. Subject to the terms of the Purchase Agreement, Assignor hereby irrevocably assigns its entire right, title and interest in and to the Copyrights and Trademarks to Assignee, and any renewals and extensions thereof, including, but not limited to: (i) any and all goodwill of the business symbolized thereby or associated therewith; (ii) all rights therein provided by international conventions and treaties; and (iii) the right to sue and recover for past, present and future infringement, misappropriation or dilution thereof.

2. Assignment of Patents. Subject to the terms of the Purchase Agreement, Assignor hereby irrevocably assigns its entire right, title and interest in and to the Patents, any and all improvements thereon, any disclosures which may have not been filed, any and all patent applications (provisional or non-provisional) and any division, continuation, continuation-in-part, renewal and extension thereof, any Letters Patent of the United States which may be issued on any of said applications, and any reissues and reexaminations thereof, and any and all applications for Letters Patent filed in foreign countries for said inventions or improvements, including all priority rights under the Paris Convention, Patent Cooperation Treaty and other national and international agreements, and any and all Letters Patent which have been and may be granted in foreign countries therefor, together with the right to sue and recover for past, present and future infringements thereof.

3. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignments herein with the United States Patent and Trademark Office, the United States Copyright Office and foreign equivalents thereof. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof and as Assignee may request to evidence, establish, maintain or protect its rights in and ownership of the Copyrights, Trademarks and Patents, including, but not limited, to executing additional forms of assignment as necessary, and cooperating with any assertion efforts to enforce such Patents, Trademarks and Copyrights.

4. General Provisions. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Assignment may not be amended or modified except by an instrument in writing signed by the parties. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Illinois as applicable to contracts made and to be performed in the State of Illinois without regard to conflicts of laws principles.

6. Entire Agreement. This Assignment, including Schedule A and Schedule B hereto, together with the Purchase Agreement (including the Disclosure Schedule in final form) and the Acquisition Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof. This Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement. The Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the date hereof.

Suntera, LLC

By: 

Name: Dave Eglington

Title: Chairman

Robert Bosch Tool Corporation

By: 

Name: Katina Kouria

Title: Senior Vice President,
Administration Finance and
Control

[Signature Page to Intellectual Property Assignment]

STATE OF Oklahoma
COUNTY OF LeFlore) ss.:

On this 18 day of September 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared Dave Eglinton, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Sunterra, LLC, a Delaware limited liability company, as the Chairman of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Janet A. Healy
Notary Public

(Affix Seal Below)



STATE OF IL)
) SS:
COUNTY OF Cook)

On this ____ day of September 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared Katina Xouria, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individuals who executed the foregoing instrument on behalf of Robert Bosch Tool Corporation, a Delaware corporation, as the Senior Vice President, Administration Finance and Control of such company, respectively, and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



Schedule A

Patents and Patent Applications

Patents
Sunterra

Title	Country	Case Type	Status	Sub-Status	Application Number	Patent Number	Issue Date	Expiration Date
WATER DISPLAY STAND	United States	Regular	Initiate	Abandoned	111264 993			
WATER DISPLAY STAND	United States	Provisional Filing	Initiate	Closed	328833 542			21/672036

IN PROCESS - CP/SUNTERRA

FILTER-SKINNER APPARATUS	United States	Regular	Discreted	Unfiled				
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Schedule B

Copyrights and Trademarks -- Registrations and Applications

**Copyrights and Trademarks
Sunterra**

MarkName	Division	Decklet Number	Country	Case Type	ApplicationNumber	MarkKind1	Trademark MasterID
AVALON FOUNTAIN	Suntterra	12697-676	United States	Copyright	?	Copyright	48185
B164R NINA	Suntterra	12697-693	United States	Copyright	?	Copyright	48188
B606 CARLA	Suntterra	12697-691	United States	Copyright	?	Copyright	48170
BLOSSOM BENCH FOUNTAIN	Suntterra	12697-697	United States	Copyright	?	Copyright	48163
BOUQUET BIRDBATH FOUNTAIN	Suntterra	12697-694	United States	Copyright	?	Copyright	48167
BUBBLING ROCK FOUNTAIN	Suntterra	12697-724	United States	Copyright	?	Copyright	48136
BUNNY AT POT WITH BUTTERFLY FOUNTAIN	Suntterra	12697-676	United States	Copyright	?	Copyright	48184
CAREFULLY DESIGNED WITH YOU IN MIND	Suntterra	12697-58	United States	Regular	74494,234	Trademark	41729
CAROLING DAUGHTER FOUNTAIN	Suntterra	12697-705	United States	Copyright	?	Copyright	48155
CAROLING FATHER FOUNTAIN	Suntterra	12697-703	United States	Copyright	?	Copyright	48157
CAROLING MOTHER FOUNTAIN	Suntterra	12697-704	United States	Copyright	?	Copyright	48156
CAROLING SON FOUNTAIN	Suntterra	12697-702	United States	Copyright	?	Copyright	48158
CORNERSTONE FALLS	Suntterra	12697-662	United States	Copyright	?	Copyright	47748
CREATE-A-POND	Suntterra	12697-537	United States	Copyright	?	Copyright	46692
CREATE-A-POND	Suntterra	12697-563	United States	Regular	74496,404	Trademark	47004
CROSSING STREAM SET FOUNTAIN	Suntterra	12697-666	Canada	Regular	682613	Trademark	47004
EMMA FOUNTAIN	Suntterra	12697-686	United States	Copyright	?	Copyright	48175
FLAGSTONE FALLS	Suntterra	12697-860	United States	Copyright	?	Copyright	48171
GARDEN TRADITIONS	Suntterra	12697-863	United States	Copyright	?	Copyright	47748
HENRI WATER GARDENING	Suntterra	12697-651	United States	Copyright	?	Copyright	47667
HENRI WATER GARDENING	Suntterra	12697-544	United States	Copyright	?	Copyright	46684
HENRI WATER GARDENING	Suntterra	12697-560	Canada	Regular	74835,731	Trademark	47001
HENRI WATER GARDENING	Suntterra	12697-645	Community Trademark	Regular	813637	Trademark	47456
HENRI WATER GARDENING & DESIGN	Suntterra	12697-545	United States	Regular	613315	Trademark	47456
HEXAGON BIRDBATH FOUNTAIN	Suntterra	12697-696	United States	Regular	76360,166	Trademark	46683
HOLY FAMILY SET FOUNTAIN	Suntterra	12697-707	United States	Copyright	?	Copyright	46165
INDESTRUCTA POND	Suntterra	12697-549	United States	Copyright	?	Copyright	46153
INDESTRUCTA POND WATER GARDEN AND DESIGN	Suntterra	12697-550	United States	Regular	74671,564	Trademark	46679
INFANT AND MANGER FOUNTAIN	Suntterra	12697-711	United States	Regular	74666,347	Trademark	46678
KOI CONDO	Suntterra	12697-731	United States	Copyright	?	Copyright	48149
LARGE ORNATE VERGAILLES FOUNTAIN	Suntterra	12697-721	United States	Intent To Use Application	77009,951	Trademark	48036
LARGE SNOW CHILD (FOUNTAIN)	Suntterra	12697-728	United States	Copyright	?	Copyright	48139
LARGE SNOWMAN (FOUNTAIN)	Suntterra	12697-726	United States	Copyright	?	Copyright	48132
LETTING GO FOUNTAIN	Suntterra	12697-692	United States	Copyright	?	Copyright	48134
LITTLE CROSSING GIRL FOUNTAIN	Suntterra	12697-689	United States	Copyright	?	Copyright	48169
LITTLE GARDNER BOY FOUNTAIN	Suntterra	12697-679	United States	Copyright	?	Copyright	48172
LITTLE GARDNER GIRL FOUNTAIN	Suntterra	12697-681	United States	Copyright	?	Copyright	48181

MarkName	Division	Docket Number	Country	Case Type	ApplicationNumber	MarkKind	Trademark MasterID
LOP EAR RABBIT FAMILY FOUNTAIN	Sunterra	12697-677	United States	Copyright	?	Copyright	48183
MADONNA (1) FOUNTAIN	Sunterra	12697-685	United States	Copyright	?	Copyright	48176
MADONNA (2) FOUNTAIN	Sunterra	12697-684	United States	Copyright	?	Copyright	48177
MID-SIZE BOY CROSSING STREAM FOUNTAIN	Sunterra	12697-687	United States	Copyright	?	Copyright	48174
MID-SIZE GIRL CROSSING STREAM FOUNTAIN	Sunterra	12697-688	United States	Copyright	?	Copyright	48173
MONTEUX TWO-TIER FOUNTAIN	Sunterra	12697-689	United States	Copyright	?	Copyright	48161
NATIVITY SET FOUNTAIN	Sunterra	12697-703	United States	Copyright	?	Copyright	48164
P63110 MURABELLA FOUNTAIN WITH TWO SPOUTING FACES	Sunterra	12697-733	United States	Copyright	?	Copyright	48137
P63395B JOSEPH	Sunterra	12697-710	United States	Copyright	?	Copyright	48160
P63395C MARY	Sunterra	12697-709	United States	Copyright	?	Copyright	48161
P63395D ANJEL AND PEDESTAL	Sunterra	12697-712	United States	Copyright	?	Copyright	48148
P63395E SHEPHERD	Sunterra	12697-714	United States	Copyright	?	Copyright	48146
P63395F LAMB	Sunterra	12697-713	United States	Copyright	?	Copyright	48147
P63395G MELCHIOR	Sunterra	12697-717	United States	Copyright	?	Copyright	48143
P63395H GASPAR	Sunterra	12697-715	United States	Copyright	?	Copyright	48145
P63395I BALTHAZAR	Sunterra	12697-716	United States	Copyright	?	Copyright	48144
P63395J DONKEY	Sunterra	12697-719	United States	Copyright	?	Copyright	48141
P63395K BULL	Sunterra	12697-720	United States	Copyright	?	Copyright	48140
P63395ETR CAROLING FAMILY	Sunterra	12697-701	United States	Copyright	?	Copyright	48159
PILLAR IN ROSETTE BASIN FOUNTAIN	Sunterra	12697-690	United States	Copyright	?	Copyright	47714
PILLAR IN ROSETTE FOUNTAIN	Sunterra	12697-722	United States	Copyright	?	Copyright	48138
QUADRATO	Sunterra	12697-695	United States	Copyright	?	Copyright	47745
RECLINING DOE FOUNTAIN	Sunterra	12697-678	United States	Copyright	?	Copyright	48182
ROPED REFLECTIONS	Sunterra	12697-664	United States	Copyright	?	Copyright	47747
SCALLOPED BIRDBATH FOUNTAIN	Sunterra	12697-695	United States	Copyright	?	Copyright	48166
SHEPARD AND ANIMAL SET FOUNTAIN	Sunterra	12697-718	United States	Copyright	?	Copyright	48142
SIMPLY SOY	Sunterra	12697-729	United States	Copyright	768973,063	Trademark	46944
SNOW FAMILY (FOUNTAIN)	Sunterra	12697-725	United States	Copyright	?	Copyright	48135
SNOW MOTHER (FOUNTAIN)	Sunterra	12697-727	United States	Copyright	?	Copyright	48133
ST. FRANCIS (1) FOUNTAIN	Sunterra	12697-662	United States	Copyright	?	Copyright	48179
ST. FRANCIS (2) FOUNTAIN	Sunterra	12697-683	United States	Copyright	?	Copyright	48178
STONEBROOK FALLS	Sunterra	12697-339	United States	Copyright	N/A	Copyright	42340
STONEBROOK FALLS	Sunterra	12697-48	United States	Regular	76441,708	Trademark	41713
SUNTERRA	Sunterra	12697-47	United States	Regular	76350,998	Trademark	41802
SUNTERRA	Sunterra	12697-620	United States	Regular	5577321	Trademark	47728
SUNTERRA	Sunterra	12697-621	China P.R.	Regular	5577326	Trademark	46909
SUNTERRA AND DESIGN	Sunterra	12697-46	China P.R.	Regular	76382,621	Trademark	41792
SUNTERRA ARTWORK	Sunterra	12697-509	United States	Copyright	N/A	Copyright	42999
SUNTERRA ARTWORK	Sunterra	12697-628	United States	Copyright	N/A	Copyright	47305
SUNTERRA CAREFULLY DESIGNED WITH YOU IN MIND	Sunterra	12697-45	United States	Copyright	78484,229	Trademark	41728
SUNTERRA TRADE DRESS	Sunterra	12697-505	United States	Regular	76643,290	Trademark	42871
SUNTERRA, LLC v. AGRO DYNAMICS, INC.	Sunterra	12697-520	United States	Regular	76614,129	Opposition	46583

MarkName	Division	Docket Number	Country	Case Type	ApplicationNumber	MarkKind1	Trademark MasterID
TURNISH URN	Sunterra	12697-667	United States	Copyright	?	Copyright	47744
TWO-TIER FIRENZA FOUNTAIN	Sunterra	12697-700	United States	Copyright	?	Copyright	48160
VINTAGE PUMP	Sunterra	12697-685	United States	Copyright	?	Copyright	47746
WILD FLOWER BENCH FOUNTAIN	Sunterra	12697-698	United States	Copyright	?	Copyright	48162
WISE MEN SET FOUNTAIN	Sunterra	12697-708	United States	Copyright	?	Copyright	48152
	Sunterra	12697-761	Brazil	Regular			50389
	Sunterra	12697-762	Colombia	Regular			50488