

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI World's Fair Park, LLC		11/17/2014	LTD LIAB JT ST CO: TENNESSEE
RECEIVING PARTY DATA			
Name:	The Tennessean, LLC		
Doing Business As:	The Tennessean Hotel & Residences		
Street Address:	1225 E. Weisgarber Road		
Internal Address:	Suit 390		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37909		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86276954	THE TENNESSEAN	
CORRESPONDENCE DATA			
Fax Number:	8653295102		
<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:	865-971-5102		
Email:	pbrewer@bakerdonelson.com		
Correspondent Name:	Peter L. Brewer		
Address Line 1:	265 Brookview Centre Way		
Address Line 2:	Suite 600		
Address Line 4:	Knoxville, TENNESSEE 37919		
ATTORNEY DOCKET NUMBER:	2926126-02		
NAME OF SUBMITTER:	Peter L. Brewer		
SIGNATURE:	/Peter L. Brewer/		
DATE SIGNED:	11/19/2014		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS is entered into by and between HI World's Fair Park, LLC as "Assignor," and The Tennessean, LLC, as "Assignee." Assignor and Assignee are sometimes referred to herein together as "the Parties."

RECITALS

WHEREAS,

HI World's Fair Park, LLC, as Assignor, is a limited liability company organized under the laws of the State of Tennessee, and has a mailing address of 1225 E. Weisgarber Road, Suite 390, Knoxville, Tennessee 37909-2695;

Assignor is a property development company specializing in the development and ownership of properties for use as hotels or condominiums;

Assignor previously acquired property in downtown Knoxville, Tennessee and began making plans to develop that property as a multi-story hotel;

Assignor filed intent-to-use U.S. Trademark Serial No. 85/811,236 and, subsequently, U.S. Trademark Serial No. 86/276,954 for THE TENNESSEAN in Class 043 for "Hotel services," with U.S. Trademark Serial No. 86/276,954 being in pending status;

The Tennessean, LLC, as Assignee, is also a limited liability company organized under the laws of the State of Tennessee, and having a mailing address of 1225 E. Weisgarber Road, Suite 390, Knoxville, Tennessee 37909-2695;

Assignee was formed for the purpose of taking over development of the property in downtown Knoxville as a high end, high rise hotel and residential complex;

Assignee has established a website at www.tennesseanhotel.com, which is the domain name for the hotel, and is proceeding with development plans;

Assignor desires to assign, and Assignee desires to acquire, all trademark rights in and to the mark THE TENNESSEAN;

TERMS AND COVENANTS

NOW, THEREFORE, in consideration of Ten Dollars and the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Trademark Rights. Assignor does hereby assign, transfer and convey to Assignee all rights, title, and interest (including all registration rights) in and to the mark THE TENNESSEAN, and all goodwill associated therewith. Such assignment includes, without limitation, the right to create derivative marks and logos, and all copyrights therein

throughout the world. Assignor additionally assigns to Assignee rights in and to the pending trademark registration for U.S. Trademark Serial No. 86/276,954, the right to file for State of Tennessee trademark registrations for the mark THE TENNESSEAN, the domain name www.tennesseanhotel.com, and all common law trademark rights (and all goodwill associated therewith), all of said rights being referred to herein as "the Trademarks."

2. Clear Title. Assignor represents and warrants that the Trademarks are unencumbered by any lien, and that it is transferring the Trademarks with good, clear and marketable title. Assignor further represents and warrants that all filing, renewal and maintenance fees, if any, for THE TENNESSEAN have been paid.

3. Cooperation Between Parties. Assignor agrees to execute and deliver such other or further documents or instruments as may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and to any mark that is part of the Trademarks. Such cooperation shall include assistance in the release and transfer of any "tennesseanhotel" domain names held by Assignor, either directly or through its marketing or IT agents, and the sharing of information about any known users or suspected infringers of THE TENNESSEAN mark.

4. Damages. The Assignment provided herein includes any and all rights, use for and recovery of all damages for infringement of the said Trademarks, whether such infringement occurred in the past or occurs in the future, as fully as if the Assignor had filed such action in its own name. Further, Assignor agrees to cooperate in any such actions to the extent reasonably required by Assignee to enforce the rights transferred hereunder; provided, however, that Assignor shall be reimbursed for its reasonable travel expenses and shipping / mailing costs in connection with such cooperation.

5. Binding Nature. This Assignment shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, affiliates and assigns of the Parties.

6. Entire Agreement. This Assignment contains the entire agreement between the Parties concerning the Trademarks. This Assignment may not be amended or modified without a new written agreement between the Parties.

7. Choice of Law. This Assignment and the interpretation hereof shall be governed by the laws of the State of Tennessee, and the Parties expressly agree that the Tennessee courts shall have jurisdiction to resolve any and all disputes arising under this Assignment, to interpret any terms hereof, and to enforce any and all provisions of this agreement, and both Parties hereby consent to the personal jurisdiction of the Tennessee courts.

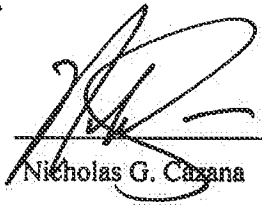
8. Duplicates. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same legal instrument. A facsimile of a party's signature shall be treated as an original.

Assignment of Trademark Rights
The Tennessean

In Witness Whereof, the Parties have caused this ASSIGNMENT to be executed:

Assignor

Signature: _____

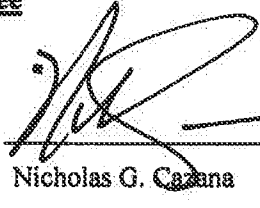


Nicholas G. Cazana
Managing Member
HI World's Fair Park, LLC
1225 E. Weisgarber Road
Suite 160
Knoxville, Tennessee 37909-2695

Date: November 17th, 2014

Assignee

Signature: _____

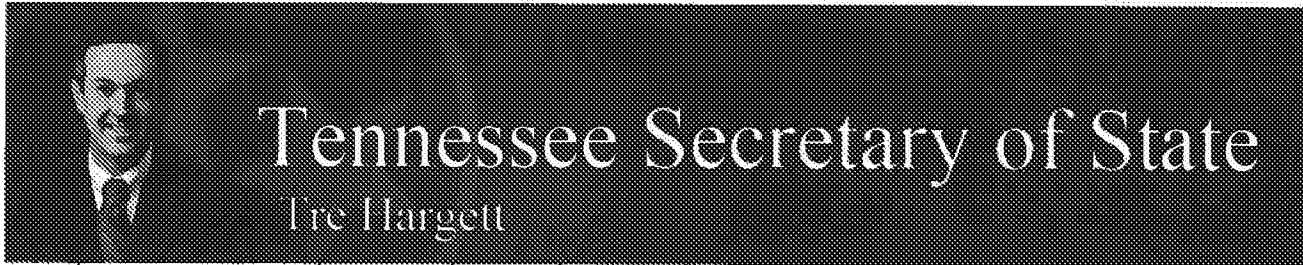


Nicholas G. Cazana
Managing Member
The Tennessean, LLC
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Date: November 17th, 2014

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Business Entity Detail

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Entity
Actions**

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Entity details cannot be edited. This detail reflects the current state of the filing in the system.

Return to the [Business Information Search](#).

000708489: Limited Liability Company - Domestic

[Printer Friendly Version](#)

Name: The Tennessean, LLC

Status: Active

Formed in: TENNESSEE

Fiscal Year Close: December

Term of Duration: Perpetual

Principal Office: 1225 E WEISGARBER RD STE 390
KNOXVILLE, TN 37909-2695 USA

AR Exempt: No

Managed By: Member Managed

Initial Filing Date: 02/05/2013

Delayed Effective Date:

AR Due Date: 04/01/2015

Inactive Date:

Obligated Member Entity: No

Number of Members: 1

[Assumed Names](#)

[History](#)

[Registered Agent](#)

Name

Status

Expires

No Assumed Names Found...

Business Services Division
 312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
 Nashville, TN 37243
 615-741-2286

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