

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYLO Hotels LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BT Hotel Operating LLC		
Street Address:	100 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4541811	SODA BAR NYLO HOTEL SOUTH DALLAS	
Registration Number:	4541812	SODA BAR	
Registration Number:	4541780	SODA BAR	
Registration Number:	4025243	XP	
Registration Number:	4313317	LOCL	
Registration Number:	3637350	CLUBNYLO	
Registration Number:	3554964	NYLO NYTE	
Registration Number:	3998435	NYLO NYTE	
Registration Number:	4038764	UNCOVERS	
Registration Number:	3595534	NYLO MUSIC UNCOVERS	
Registration Number:	3635874	NYLO	
Registration Number:	3934703	NYLO WEAR	
Registration Number:	3934704	NYLO	
Registration Number:	3908269	XP	
Registration Number:	3610363	NYLO NYLO	
Registration Number:	3478348	NYLO	
Registration Number:	3529035	NYLO	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4541811

Fax Number: 2125453309

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: 212.592.1576

Email: rbroder@herrick.com

Correspondent Name: Robert S. Broder

Address Line 1: 2 Park Avenue

Address Line 2: Herrick, Feinstein LLP

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	17271-0003
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NAME OF SUBMITTER:	Robert S. Broder
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SIGNATURE:	/rsb/
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DATE SIGNED:	01/12/2015
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Total Attachments: 7

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TRADEMARK BILL OF SALE AND ASSIGNMENT

This Trademark Bill of Sale and Assignment ("Assignment") is made on this 19th day of December, 2014, between NYLO Hotels LLC, a Delaware limited liability company with an address of 4300 Marsh Ridge Road, Unit 110, Carrollton, Texas 75010, USA, herein called Assignor, and BT Hotel Operating LLC, a Delaware limited liability company with an address of 100 West Putnam Avenue, Greenwich, CT 06830, USA, herein called Assignee.

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of October 29, 2014, by and between Assignee and Assignor (as the same may have been amended, modified or assigned, the "Sale Agreement"), Assignor agreed to sell to Assignee, inter alia, certain intellectual property; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed on the attached Schedule A, the federal applications and registrations therefor, and the common law rights therein (collectively, the "Marks"), together with the goodwill of the business developed through the use of the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to the Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignor is desirous of selling to Assignee all of Assignor's rights in and to the Marks, together with the goodwill of the business symbolized thereby; and

NOW, THEREFORE, for \$100 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignment of Certain Intellectual Property Rights. Assignor hereby sells, assigns, transfers and sets over to Assignee, its entire right, title, interest in and to the Marks, and the goodwill of the business associated with the Marks, including the right to sue for and receive all damages from past and future infringements of the Marks, the same to be held and enjoyed by Assignee, its successors and assigns. Assignor agrees that it will execute such documentation as may be necessary in the future to effectuate this Assignment upon Assignee's reasonable request. Assignee hereby accepts the foregoing assignment of the interests in the Marks and assumes the obligations with respect thereto as and to the extent provided in the Sale Agreement.

2. Miscellaneous. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

3. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be

affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

5. Recordation. This Assignment may be recorded by Assignee in its sole discretion as it deems appropriate with the United States Patent and Trademark Office and/or in any jurisdiction associated with the perfection of Assignee's right, title and interest in and to the Marks and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Marks.

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Schedule A

Trademark Assignment
By and between NYLO Hotels LLC and BT Hotel Operating LLC

NYLO Hotels LLC - Trademarks NYLO Hotels LLC - Trademarks

Mark	Jurisdiction	Classes	Status	Application/Registration No.	Dates
SODA BAR NYLO HOTEL SOUTH DALLAS AND DESIGN	US	INT. CL. 43	Registered	App 85885349 Reg 4541811	App 25-MAR-2013 Reg 03-JUN-2014
SODA BAR AND DESIGN	US	INT. CL. 43	Registered	App 85885370 Reg 4541812	App 25-MAR-2013 Reg 03-JUN-2014
SODA BAR	US	INT. CL. 43	Registered	App 85880345 Reg 4541780	App 19-MAR-2013 Reg 03-JUN-2014
XP	US	INT. CL. 35 INT. CL. 43	Registered	App 85167652 Reg 4025243	App 02-NOV-2010 Reg 13-SEP-2011
LOCL	US	INT. CL. 43	Registered	App 77773579 Reg 4313317	App 02-JUL-2009 Reg 02-APR-2013
CLUBNYLO	US	INT. CL. 35	Registered	App 77299542 Reg 3637350	App 09-OCT-2007 Reg 16-JUN-2009
NYLO NYTE AND DESIGN	US	INT. CL. 20	Registered	App 77299638 Reg 3554964	App 09-OCT-2007 Reg 30-DEC-2008
NYLO NYTE AND DESIGN	US	INT. CL. 24	Registered	App 77299677 Reg 3998435	App 09-OCT-2007 Reg 19-JUL-2011
UNCOVERS	US	INT. CL. 9 INT. CL. 41	Registered	App 77188858 Reg 4038764	App 23-MAY-2007 Reg 11-OCT-2011
NYLO MUSIC UNCOVERS AND DESIGN	US	INT. CL. 9 INT. CL. 41	Registered	App 77186498 Reg 3595534	App 21-MAY-2007 Reg 24-MAR-2009
NYLO	US	INT. CL. 9 INT. CL. 41	Registered	App 77186514 Reg 3635874	App 21-MAY-2007 Reg 09-JUN-2009
NYLO WEAR AND DESIGN	US	INT. CL. 18	Registered	App 77183105	App 16-MAY-2007

TRADEMARK

REEL: 005439 FRAME: 0064

Mark	Jurisdiction	Classes	Status	Application/Registration No.	Dates
		INT. CL. 25		Reg 3934703	Reg 22-MAR-2011
NYLO	US	INT. CL. 18 INT. CL. 25	Registered	App 77183118 Reg 3934704	App 16-MAY-2007 Reg 22-MAR-2011
XP	US	INT. CL. 35	Registered	App 77100229 Reg 3908269	App 06-FEB-2007 Reg 18-JAN-2011
NYLO NYLO AND DESIGN	US	INT. CL. 35 INT. CL. 43 INT. CL. 44	Registered	App 78673875 Reg 3610363	App 19-JUL-2005 Reg 21-APR-2009
NYLO	US	INT. CL. 35 INT. CL. 43 INT. CL. 44	Registered	App 78980420 Reg 3478348	App 26-AUG-2004 Reg 29-JUL-2008
NYLO	US	INT. CL. 35 INT. CL. 43	Registered	App 78474349 Reg 3529035	App 26-AUG-2004 Reg 04-NOV-2008
NYLO NYLO	Georgia State	State Class: 02 Advertising and business	Registered	Reg S23999	Reg 10-MAR-2008
NYLO	Georgia State	State Class: 02 Advertising and business	Registered	Reg S23853	Reg 26-DEC-2007
XP (Stylized)	Canada	N/A	Registered	App 1561330 Reg TMA853028	App 25-JAN-2012 Reg 11-JUN-2013
NYLO	Canada	N/A	Registered	App 1520290 Reg TMA829905	App 22-MAR-2011 Reg 15-AUG-2012
NYLO MUSIC UNCOVERS AND DESIGN	Community Trademark	Int. Cl. 09 Int. Cl. 41	Registered	App 7071401 Reg 7071401	App 17-JUL-2008 Reg 29-APR-2009
XP	Community Trademark	Int. Cl. 35 Int. Cl. 38 Int. Cl. 43 Int. Cl. 44	Registered	App 6159552 Reg 6159552	App 01-AUG-2007 Reg 23-JAN-2009
NYLO	Community Trademark	Int. Cl. 35 Int. Cl. 43 Int. Cl. 44	Registered	App 4306064 Reg 4306064	App 23-FEB-2005 Reg 31-MAR-2006
XP	India	Int. Cl. 35	Registered	App 1587591	App 07-AUG-2007

Mark	Jurisdiction	Classes	Status	Application/Registration No.	Dates
		Int. Cl. 43		Reg 1587591	Reg 05-DEC-2014
NYLO	India	Int. Cl. 35 Int. Cl. 42	Registered	App 1387685 Reg 1387685	App 27-SEP-2005 Reg 29-MAR-2008