

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delta Hotels Limited		01/16/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Delta Hotels Limited Partnership		
Street Address:	77 King Street West, Suite 2300		
Internal Address:	Royal Trust Tower, TD Centre		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1G8		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2675853	D DELTA HOTELS	
Registration Number:	4047401	D DELTA HOTELS AND RESORTS	
Registration Number:	1719133	DELTA PRIVILEGE	
Registration Number:	4587285	DELTA HOTELS AND RESORTS	
Registration Number:	4609693	MODEROOM	
Registration Number:	4609699	SMARTDESK	
Serial Number:	86015271	DELTA HOTELS	
CORRESPONDENCE DATA			
Fax Number:	3127069269		
<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:	312-701-8755		
Email:	IPdocket@mayerbrown.com		
Correspondent Name:	Christopher C. Mackey		
Address Line 1:	P.O. Box 2828		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	14458837		

CH \$190.00 2675853

DOMESTIC REPRESENTATIVE

Name: Christopher C. Mackey
Address Line 1: P.O. Box 2828
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Christopher C. Mackey
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SIGNATURE:	/ccm/
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DATE SIGNED:	01/21/2015
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Total Attachments: 4

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UNITED STATES

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made as of January 16, 2015.

BETWEEN: **DELTA HOTELS LIMITED**
77 King Street West, Suite 2300
Royal Trust Tower, TD Centre
Toronto, Ontario
M5K 1G8
(hereinafter called the "Assignor")

AND: **DELTA HOTELS LIMITED PARTNERSHIP**
77 King Street West, Suite 2300
Royal Trust Tower, TD Centre
Toronto, Ontario
M5K 1G8
(hereinafter called the "Assignee")

WHEREAS the Assignor is the owner of the trademarks set forth on the attached Exhibit A together with the goodwill of the business associated therewith and symbolized thereby and all rights thereto, including but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor (collectively the "**Marks**"); and

WHEREAS the Assignor wishes to transfer and assign all the rights in said Marks to the Assignee who accepts this transfer;

NOW THEREFORE, in consideration of the sum of \$2.00 and other good and valuable considerations now paid by the Assignee to the Assignor, the receipt whereof the Assignor hereby acknowledges;

1. Assignor hereby assigns unto the Assignee all of its rights, title and interest in the Marks.

2. The Assignor agrees to, at the request of the Assignee or any its successors or permitted assigns, including any person that acquires all or substantially all of the assets of the Assignee relating to its hotel management and franchising business (the "**Permitted Successors and Assigns**"), take, or cause to be taken, all additional actions and to execute, or cause to be executed, any additional documents, conveyances, transfers, assumptions and other assurances which may be required to transfer all of the Assignor's rights, title and interest in and to the Marks to the Assignee or any of the Permitted Successor and Assigns.

3. The Assignor hereby authorizes the relevant governmental Intellectual Property Offices to transfer the Marks to Assignee, as assignee and owner thereof.

4. The Assignor acknowledges and agrees that it has the power and authority to assign the Marks to the Assignee.

5. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement binding on the parties and be deemed originals for all purposes notwithstanding that all parties are not signatory to the same counterpart.

6. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to its principles of conflicts of law.

[Signature Page to Follow]

EXECUTED at Toronto, Canada this 16th day of January, 2015
(City and Country) (Day) (Month)

Witness: DELTA HOTELS LIMITED

Winnie Pang
Signature
WINNIE PANG
Name
Date: _____

Beth Gearing
Name: BETH GEARING
Title: VICE PRESIDENT,
LEGAL

EXECUTED at Toronto, Canada this 16th day of January, 2015
(City and Country) (Day) (Month)



Witness: DELTA HOTELS LIMITED
PARTNERSHIP, by its General
Partner Delta

Winnie Pang
Signature
WINNIE PANG
Name
Date: _____

Dino Divito
Name: DINO DIVITO
Title: CFO

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Trade-mark	Registration No.	Registration Date
DELTA HOTELS & DESIGN (D Design) 	2,875,853	01/21/2003
D DELTA HOTELS AND RESORTS & Design 	4,047,401	11/01/2011
DELTA PRIVILEGE	1,719,133	09/22/1992
DELTA HOTELS AND RESORTS	4,587,285	08/19/2014
MODEROOM	4,609,693	09/23/2014
SMARTDESK	4,609,699	09/23/2014

U.S. TRADEMARK APPLICATION

Trade-mark	Application No.	Application Date
DELTA HOTELS	86/015,271	07/19/2013