

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNspired, LLC		12/14/2012	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Wyndham Resort Development Corporation		
Street Address:	6277 Sea Harbor Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32821		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3682875	SEVENTH MOUNTAIN RESORT	
Registration Number:	3682876	SEVENTH MOUNTAIN RESORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9737536455		
Email:	uspto.mail@wyn.com		
Correspondent Name:	Susan L. Crane		
Address Line 1:	22 Sylvan Way		
Address Line 2:	Wyndham Worldwide Corporation		
Address Line 4:	Parsippany, NEW JERSEY 07054		
ATTORNEY DOCKET NUMBER:	WRDC ASSIGNMENT		
NAME OF SUBMITTER:	Susan L. Crane		
SIGNATURE:	/susanlcrane/		
DATE SIGNED:	05/18/2015		
Total Attachments: 7			
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ASSIGNMENT OF U.S. TRADEMARK RIGHTS

This **TRADEMARK ASSIGNMENT** made as of December 14, 2012, by and between INNspired, LLC an Oregon limited liability company ("**Assignor**"), with its principal place of business at 355 Goodpasture Island Road, Eugene, Oregon 97401 and Wyndham Resort Development Corporation, an Oregon Corporation ("**Assignee**"), with its principal place of business at 6277 Sea Harbor Orlando, FL 32821.

WHEREAS, Assignor is the owner of the trademarks and United States Trademark and Oregon registrations that are the subject of this assignment and are set forth on Exhibit 1 (the "**Marks**");

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement Seventh Mountain Resort Bend Oregon, dated October 19, 2012 (the "**Purchase Agreement**");

WHEREAS, the Purchase Agreement provides that (i) Assignor shall assign, transfer, convey and deliver to Assignee and (ii) Assignee shall acquire, all of the right, title and interest of Assignor in, to and under the Marks, all upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest of Assignor in, to and under the Marks, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, to and under the Marks, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor's right, title and interest in, to, and under the Marks, including all registrations therefor and renewals thereof and all goodwill appurtenant thereto or symbolized thereby, and all claims, defenses, judgments, rights (including all rights to sue and bring other claims and damages, including attorneys' fees and expenses) therefrom or lost profits in connection therewith and remedies at law or in equity, or causes of action of Assignor, to the extent relating to the Marks, including claims relating to the infringement, misappropriation, dilution or other violation or wrongful use of the Marks.

2. Assignor hereby authorizes the United States Patent and Trademark Office and the Oregon Secretary of State to record the Marks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

3. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities

contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignee's and Assignor's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

4. Assignee acknowledges that Assignor has granted a limited license to the Association of Unit Owners of the Inn of the 7th Mountain under Amendment No. 1 to Trademark License, dated October 21, 2004.

5. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

6. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the Laws of the State of Florida


8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

INNSPIRED, LLC

By: Papé Properties, Inc., Managing Member

By: 

Name: Randall Jordan Papé

Title: Vice President - Resort Operations

WYNDHAM RESORT DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

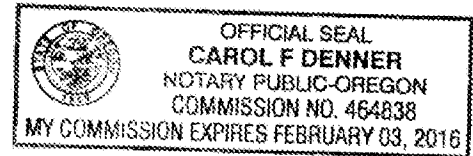
State of Oregon

County of Lane

On December 13, 2012 before me, Carol F. Denner, personally appeared Randall Jordan Papé personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol F Denner (Seal)



State of _____

County of _____

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

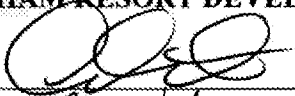
Signature _____ (Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

INNSPIRED, LLC

By: _____
Name: _____
Title: _____

WYNDHAM RESORT DEVELOPMENT CORPORATION

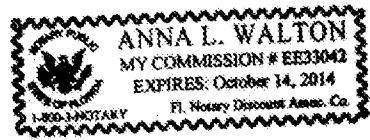
By:  _____
Name: ALAN L. MACK
Title: S.V.P.

State of Florida
County of Orange

On December 13 2012 before me, Anna Walton, personally appeared Alan Litwack personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Anna L Walton (Seal)




State of _____
County of _____

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

Mark	Trademark Registration No.
 <p data-bbox="360 449 636 569">SEVENTH MOUNTAIN RESORT</p>	<p data-bbox="1049 306 1214 338">US 3,682,875</p>
<p data-bbox="274 665 716 697">SEVENTH MOUNTAIN RESORT</p>	<p data-bbox="1049 632 1214 663">US 3,682,876</p>
<p data-bbox="339 743 651 774">SEVENTH MOUNTAIN</p>	<p data-bbox="1057 743 1203 774">OR S38598</p>
<p data-bbox="274 821 716 852">SEVENTH MOUNTAIN RESORT</p>	<p data-bbox="1057 821 1203 852">OR S38597</p>