

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Winegardner & Hammons, Inc.		09/29/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REW Holdings, Inc.		
<b>Street Address:</b>	301 East Fourth Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1369447	WH	
<b>Registration Number:</b>	1375265	WH WINEGARDNER & HAMMONS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	617-574-6431		
<b>Email:</b>	jdardano@goulstonstorrs.com		
<b>Correspondent Name:</b>	Joanne Dardano		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-3333		
<b>ATTORNEY DOCKET NUMBER:</b>	05547.0272		
<b>NAME OF SUBMITTER:</b>	Joanne M. Dardano		
<b>SIGNATURE:</b>	/Joanne M. Dardano/		
<b>DATE SIGNED:</b>	03/03/2016		
<b>Total Attachments: 3</b>			
source=160301 executed Trademark Assignment#page1.tif			
source=160301 executed Trademark Assignment#page2.tif			
source=160301 executed Trademark Assignment#page3.tif			

OP \$65.00 1369447

## **TRADEMARK ASSIGNMENT**

WHEREAS, Winegardner & Hammons, Inc., an Ohio corporation ("Assignor"), is the owner of record of the service marks identified in Schedule 1 attached hereto (the "Marks"), which are the subject of the federal service mark registrations listed in such Schedule 1; and

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of August 7, 2015, among Assignor, REW Holdings, Inc. ("REW"), and Winegardner & Hammons Hotel Group LLC, a Delaware limited liability company ("Assignee"), the Assignor has agreed to transfer the Marks together with the associated good will to REW, REW has agreed to immediately transfer the Marks together with the associated good will to the Assignee, and the Assignee has agreed to acquire such Marks from the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto REW and REW immediately thereafter assigns unto Assignee all of Assignor's and REW's rights, title and interest in and to the Marks, together with (a) the good will of the business symbolized by and associated with the Marks, (b) all applications for registration, registrations, renewals and statements of use thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof or such associated good will.

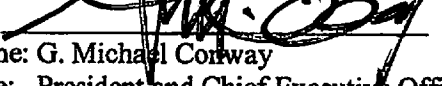
Assignor and REW agree to execute and deliver at Assignee's reasonable request all papers, instruments, and assignments, and to perform any other acts the Assignee may reasonably require in order to vest in Assignee all of Assignor's and REW's rights, title, and interest in and to the Marks and/or to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor and/or REW.

This assignment may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. Delivery of a signed copy of this assignment by electronic transmission shall constitute delivery of an original for all purposes.

IN WITNESS WHEREOF, the Assignor and REW have caused this assignment to be duly executed as of September 29, 2015.

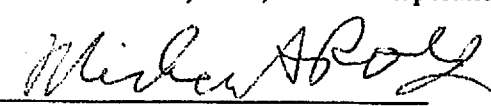
**ASSIGNOR:**

**WINEGARDNER & HAMMONS, INC.**, an Ohio corporation

By:   
Name: G. Michael Conway  
Title: President and Chief Executive Officer

**REW:**

**REW HOLDINGS, INC.**, an Ohio corporation

By:   
Name: Michael A. Rolf  
Title: President

IN WITNESS WHEREOF, the Assignor and REW have caused this assignment to be duly executed as of September 29, 2015.

**ASSIGNOR:**

**WINEGARDNER & HAMMONS, INC.**, an Ohio corporation

By:  
Name: G. Michael Conway  
Title: President and Chief Executive Officer

**REW:**

**REW HOLDINGS, INC.**, an Ohio corporation

By:  
Name: Michael A. Rolf  
Title: President  
Schedule 1

U.S. SERVICE MARK REGISTRATIONS

Service Mark

Registration Registration  
Number Date



1369447 Nov. 5, 1985



**WINEGARDNER & HAMMONS, INC.**

1375265 Dec. 10, 1985