

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381906

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900360932		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DNC Parks & Resorts at Yosemite, Inc.		02/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Yosemite Hospitality, LLC		
Street Address:	1101 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73734311	BRACEBRIDGE DINNER	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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:	215-665-7273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	Cozen O'Connor		
Address Line 2:	1650 Market Street, Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	ARA-0819US		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	04/26/2016		
Total Attachments: 3			
source=Bracebridge Dinner Assignment-1#page1.tif			
source=Bracebridge Dinner Assignment-2#page1.tif			

Trademark

Reference No. 006831.00278-US

Mark BRACEBRIDGE DINNER

Owner Name DNC Parks & Resorts at Yosemite, Inc.

Application No. 73/734,311

File Date 6/10/1988

Regn. No. 1,527,437

Regn. Date 2/28/1989

Class/
Description 41 - ENTERTAINMENT SERVICES IN THE NATURE OF AN
ANNUAL CHRISTMAS DINNER AND PAGEANT

Doc #01-2931181.1

**INTANGIBLE PROPERTY AND INTELLECTUAL PROPERTY ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This INTANGIBLE PROPERTY AND INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of February 25, 2016 by and among DNC Parks & Resorts at Yosemite, Inc., a Delaware corporation ("Seller") and Yosemite Hospitality, LLC, a Delaware limited liability company, ("Buyer"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement by and among Seller and Buyer dated as of February 25, 2016 (the "Purchase Agreement").

WHEREAS, Seller owns or otherwise possesses the right to use the Other Intangible Assets and, pursuant to the terms of the Purchase Agreement has agreed to convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase and acquire, all of Seller's interest in and to the Other Intangible Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. In accordance with all applicable provisions of the Purchase Agreement, Seller hereby conveys, assigns, transfers and delivers to Buyer all of its right, title and interest in and to the Other Intangible Assets.

2. In accordance with the Purchase Agreement, Buyer hereby accepts the Other Intangible Assets and assumes all obligations associated with or related to the ownership and use of the Other Intangible Assets.

3. Seller covenants and agrees that it will, at the request of Buyer, and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other actions as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in Buyer, its successors and assigns, good, clear, record and title to the Other Intangible Assets hereby sold, conveyed, assigned, transferred and delivered, or intended so to be, and to put Buyer in actual possession and operating control thereof, to assist Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of this Agreement.

4. The Parties acknowledge and agree by their execution of this Agreement that neither the representations and warranties nor the rights and remedies of the Parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Agreement. The Parties specifically acknowledge and agree that as a result of execution of this Agreement and acceptance of the Other Intangible Assets by Buyer, neither party waives, relinquishes, or compromises any rights, claims, defenses or remedies it may have relating to the Litigation and each party expressly reserves all such rights.

5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law

provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

6. This Agreement may be executed in one or more counterparts, and by the Seller and Buyer in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Signatures may be delivered via facsimile and Portable Document Format ("PDF") and if delivered by such means shall be treated as originals.

IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be duly executed as of the date first written above.

YOSEMITE HOSPITALITY, LLC

By: 

Name: Mark Adams

Title: VP Finance

DNC PARKS & RESORTS AT YOSEMITE,
INC.

By: 

Name: THOMAS BARNEY

Title: VP FINANCE