

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388906

<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>
INTRAWEST U.S. HOLDINGS INC.		01/29/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DIAMOND RESORTS IW HOLDING COMPANY		
<b>Street Address:</b>	10600 West Charleston Boulevard		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89135		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2395510	EXTRAORDINARY ESCAPES	
<b>Registration Number:</b>	3550275	RESORT TO RESORT	
<b>Registration Number:</b>	3378677	R RESORT TO RESORT EXPANDING VACATION PO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<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>	9086545000		
<b>Email:</b>	trademarkadmin@lerner david.com		
<b>Correspondent Name:</b>	GREGG A. PARADISE		
<b>Address Line 1:</b>	600 South Avenue West		
<b>Address Line 4:</b>	Westfield, NEW JERSEY 07090		
<b>ATTORNEY DOCKET NUMBER:</b>	DRI 10.1-115 (315)		
<b>NAME OF SUBMITTER:</b>	Donna M. Vecchione		
<b>SIGNATURE:</b>	/Donna M. Vecchione/		
<b>DATE SIGNED:</b>	06/22/2016		
<b>Total Attachments: 7</b>			
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**ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY (this "Assignment"), is made as of January 29, 2016, by and among Intrawest U.S. Holdings Inc., a Delaware corporation, and Intrawest ULC d/b/a Intrawest Resort Club Group, an Alberta unlimited liability company (each an "Assignor", and together the "Assignors"), and Diamond Resorts IW Holding Company, a Delaware corporation ("Assignee") and wholly owned subsidiary of Diamond Resorts Corporation, a Maryland corporation ("DRC"). Each Assignor and Assignee is hereafter referred individually as a "Party" and collectively as the "Parties."

WHEREAS, an Assignor is the sole and exclusive owner and registrant of the trademark registrations listed on Schedule A hereto (the "Transferred Trademarks"), and the domain names listed on Schedule B hereto (the "Transferred Domain Names");

WHEREAS, the Assignors, DRC, and Diamond Resorts International, Inc., a Delaware corporation, are parties to that certain Purchase Agreement, dated as of November 24, 2015 (as the same may be amended, restated, supplemented or modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant and subject to the terms and conditions of the Purchase Agreement, each Assignor agreed to assign, transfer, convey and deliver, or to cause its Affiliates to assign, transfer, convey and deliver, to DRC all rights, title and interest in and to the Transferred Trademarks and the Transferred Domain Names; and

WHEREAS, DRC, Assignee, and Diamond Resorts Canada, Ltd., a British Columbia limited company, have entered into that certain Assignment Agreement (the "Assignment Agreement"), dated as of January 29, 2016, pursuant to which, DRC assigned its rights under the Purchase Agreement to, among other things, receive all rights, title and interest in and to the Transferred Trademarks and the Transferred Domain Names, to Assignee.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Transfer of Rights in Trademarks and Domain Names. Each Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby assumes and accepts, all of such Assignor's right, title, and interest in and to the Transferred Trademarks and Transferred Domain Names, together with all common law rights in the foregoing, all renewals of the foregoing, all the goodwill of the business connected with the use of and symbolized by the foregoing; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation;

and all income, royalties and any other payments now and hereafter due and/or payable to such Assignor and its Affiliates in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by such Assignor and its Affiliates had this assignment not been made; *provided*, that Assignors shall be under no obligation to deliver the Transferred Domain Names to Assignee until the registrar(s) used by Assignors complete the transfer of the registrations of the Transferred Domain Names to Assignee.

3. Governing Law, Jurisdiction, Venue and Service. The validity, construction, and performance of this Assignment shall be governed by and construed first in accordance with the federal laws of the United States to the extent federal subject matter jurisdiction exists, and second in accordance with the laws of the State of New York, exclusive of its choice of law rules. All Actions arising out of or relating to this Assignment or the relationship between the parties contemplated by this Assignment shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; but, if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of The City of New York for the purpose of any Action arising out of or relating to this Assignment brought by any party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts.

4. Amendment. This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.

5. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

6. Counterparts. This Assignment may be executed and delivered (including by electronic transmission) in one or more counterparts, and by the different parties hereto 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.

7. Conflicts. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Intellectual Property are incorporated herein by reference. The Parties 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. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

8. Entire Agreement. This Assignment, together with the Purchase Agreement, the Ancillary Agreements and the Confidentiality Agreement contain the entire agreement between the Parties with respect to the transactions contemplated hereby or thereby and supersede all prior agreements, understandings, promises and representations, whether written or oral, between the Parties with respect to the subject matter hereof and thereof.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

**ASSIGNORS:**

INTRAWEST U.S. HOLDINGS INC.,  
a Delaware corporation

By:   
Name: Trevor Bruno  
Title: Vice President

INTRAWEST ULC,  
an Alberta unlimited liability company

By:   
Name: Trevor Bruno  
Title: Vice President

**ASSIGNEE:**

DIAMOND RESORTS IW HOLDING COMPANY, a  
Delaware corporation

By: \_\_\_\_\_  
Name: Jared T. Finkelstein  
Title: Senior Vice President-General Counsel and  
Secretary

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

**ASSIGNORS:**

INTRAWEST U.S. HOLDINGS INC.,  
a Delaware corporation

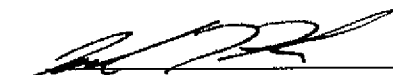
By: \_\_\_\_\_  
Name: Trevor Bruno  
Title: Vice President

INTRAWEST ULC,  
an Alberta unlimited liability company

By: \_\_\_\_\_  
Name: Trevor Bruno  
Title: Vice President

**ASSIGNEE:**





DIAMOND RESORTS IW HOLDING COMPANY, a  
Delaware corporation

By:  \_\_\_\_\_  
Name: Jared T. Finkelstein  
Title: Senior Vice President-General Counsel and  
Secretary

*[Signature Page -- Assignment of Transferred Intellectual Property]*

**Schedule A**

**Transferred Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Reg.#</b>
Intrawest ULC	EXTRAORDINARY ESCAPES	Canada	TMA540634
Intrawest U.S. Holdings Inc.	EXTRAORDINARY ESCAPES	US	2395510
Intrawest ULC		Canada	TMA694887
Intrawest ULC	RESORT TO RESORT	Canada	TMA694888
Intrawest U.S. Holdings Inc.	RESORT TO RESORT	US	3550275
Intrawest U.S. Holdings Inc.	RESORT TO RESORT & DESIGN 	US	3378677
Intrawest ULC	RESORT TO RESORT	MEX	998905
Intrawest ULC	RESORT TO RESORT EXPANDING VACATION POSSIBILITIES (& design) 	MEX	998906
Intrawest ULC	EXTRAORDINARY ESCAPES (& design) 	MEX	858185



**Schedule B**

**Transferred Domain Names**

rccweb.club
www.extraordinaryescapes.com
www.resorttoresort.com
www.resort2resort.com
www.experiencesandestin.com
www.experiencepalmdesert.com
www.activitiescentral.com
www.palmdesertexperience.com
www.ownalifetimeofvacations.com
www.experiencepalmsprings.com
whistleractivitycentral.com
whistleractivitycentral.ca
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whistleractivitycenter.com
whistleractivitycenter.ca
whistleractivities.ca
www.clubcareercafe.com
www.threecirclesvacations.com
www.3circlesvacations.com