

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Controladora IHC, S.A. de C.V.		08/05/2016	Corporation: MEXICO
RECEIVING PARTY DATA			
Name:	PALACE RESORTS, S.A. DE C.V.		
Street Address:	Calle Montecito No. 38 Condominio 9		
Internal Address:	Piso 27 Oficina 6, Colonia Nápoles		
City:	Ciudad de México		
State/Country:	MEXICO		
Postal Code:	03810		
Entity Type:	Corporation: MEXICO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86786764	MOON PALACE NIZUC	
Serial Number:	86786737	MOON PALACE NIZUC	
Serial Number:	86786749	MOON PALACE SUNRISE	
Serial Number:	86786701	MOON PALACE SUNRISE	
CORRESPONDENCE DATA			
Fax Number:	5096942042		
<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:	4433157929		
Email:	jmorales@moralesq.com		
Correspondent Name:	JOSEPH L. MORALES		
Address Line 1:	6628 WALNUTWOOD CIR		
Address Line 4:	BALTIMORE, MARYLAND 21212		
NAME OF SUBMITTER:	Joseph L. Morales		
SIGNATURE:	/Joseph L. Morales/		
DATE SIGNED:	08/05/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") between Controladora IHC, S.A. de C.V., ("Assignor"), a Corporation of Mexico with a primary place of business at Lote 1-11, Edif., Supermanzana 47 Crta. Cancun, Pto. Morelos Km 21, Mz 01, Cancun, Quintana Roo, Mexico 77506 and Palace Resorts, S.A. de C.V., ("Assignee"), a Corporation of Mexico, with a principal place of business at Calle Montecito No. 38 Condominio 9 Piso 27 Oficina 6, Colonia Nápoles, Ciudad de México C.P.03810 is entered into as the Effective Date below.

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademarks listed on Exhibit A (the "Marks"), and all other rights associated with the Marks, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement.

WHEREAS, Assignor has acquired goodwill to the goods and services associated with and symbolized by, and has not abandoned, the Marks.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire all rights, title, and interest in and to the Marks owned by Assignor, including any goodwill associated with the Marks.

NOW THEREFOR, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, title and interests throughout the world in and to (a) the Marks (b) the United States Trademark Applications and/or Registrations listed on Exhibit A, (c) all the good will associated with the Marks, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Marks, (ii) all damages and payments for past or future infringements and misappropriations of the Marks: and (iii) all rights to sue for past, present and future infringements or misappropriations of the Marks, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Marks, and including any priority right that may have arisen from Assignor's use of the Marks and/or prior ownership of the Marks).

2. Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, title and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements which are inconsistent herewith.

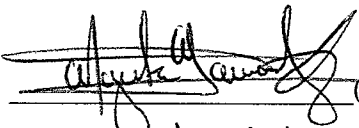
3. Assignor agrees to execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth below.

Assignor
Controladora IHC, S.A. de C.V.

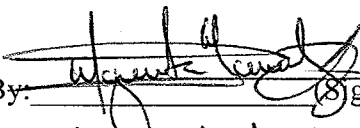
By:  (Signature)

Name: Margarita Martinez

Title: General Counsel

Effective Date: August 5th 2016

Assignee
Palace Resorts, S.A. de C.V.

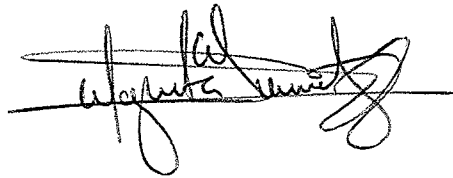
By:  (Signature)

Name: Margarita Martinez

Title: General Counsel

Exhibit A

Trademark	Serial Number
MOON PALACE NIZUC	86/786,764
MOON PALACE NIZUC	86/786,737
MOON PALACE SUNRISE	86/786,749
MOON PALACE SUNRISE	86/786,701

A handwritten signature in black ink, appearing to be 'Alfred Smith', written over a horizontal line.