

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Busch Properties, Inc.		06/13/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kingsmill Realty, Inc.		
Street Address:	100 Kingsmill Rd.		
City:	Williamsburg		
State/Country:	VIRGINIA		
Postal Code:	23185		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4063174	KR	
Registration Number:	1167639	KINGSMILL	
CORRESPONDENCE DATA			
Fax Number:	3123606520		
<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:	3123606000		
Email:	trademarks@freeborn.com		
Correspondent Name:	Andrew L. Goldstein		
Address Line 1:	311 S. Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	08626-7		
NAME OF SUBMITTER:	Andrew L. Goldstein		
SIGNATURE:	/alg/		
DATE SIGNED:	08/18/2016		
Total Attachments: 4			
source=img-810163315-0001#page1.tif			
source=img-810163315-0001#page2.tif			
source=img-810163315-0001#page3.tif			

CH \$65.00 4063174

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

**IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE**

WHEREAS, Busch Properties, Inc., a Delaware corporation ("Assignor"), owns all right, title and interest in and to the marks identified on Schedule A and the goodwill associated therewith and symbolized thereby (collectively, the "Marks");

WHEREAS, Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Marks to Kingsmill Realty, Inc., a Virginia corporation ("Assignee"); and

WHEREAS, Assignor and Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all right, title and interest of Assignor throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to Assignee all right, title, and interest of Assignor throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by Assignee, its successors, and assigns.

2. Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Marks.


3. This Trademark Assignment and Assumption Agreement ("Trademark Assignment Agreement") shall be binding upon Assignor, its successors and assigns.

4. This Trademark Assignment Agreement is given pursuant to that certain Stock Purchase Agreement by and between, inter alia, Assignor and Kingsmill Resort Development, LLC, a Delaware limited liability company, dated June 13, 2013 (the "Agreement") and is subject to the terms thereof. In the event of a conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern. This Trademark Assignment Agreement shall not be construed to amend the terms of the Agreement nor limit, alter, impair, enlarge or enhance the representations, warranties, covenants or rights thereunder of the parties thereto. This Trademark Assignment Agreement is given solely for the purpose of separately evidencing the transactions contemplated by the Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreement from any of their respective covenants, obligations or duties under the Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Trademark Assignment Agreement except to the extent otherwise expressly provided in the Agreement.


[Signature Page Follows]

BUSCH PROPERTIES, INC.

Date: June 13, 2013

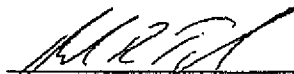
By: 
Name: Michael R. Taylor
Title: President

Date: June 13, 2013


By: 
Name: Thomas Larson
Title: Secretary

KINGSMILL REALTY, INC.

Date: June 13, 2013

By: 
Name: Michael R. Taylor
Title: President

Date: June 13, 2013

By: 
Name: Thomas Larson
Title: Secretary

Agreed and acknowledged by:

KINGSMILL RESORT DEVELOPMENT, LLC

Date: _____

By: _____
Name: Andrew N. Todd
Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment Agreement]

BUSCH PROPERTIES, INC.

Date: _____

By: _____

Name: Michael R. Taylor

Title: President

Date: _____

By: _____

Name: _____

Title: _____

KINGSMILL REALTY, INC.

Date: _____

By: _____

Name: Michael R. Taylor

Title: President

Date: _____

By: _____

Name: _____

Title: _____

Agreed and acknowledged by:

KINGSMILL RESORT DEVELOPMENT, LLC

Date: June 13, 2013

By: *Andrew N. Todd*

Name: Andrew N. Todd

Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

MARKS

U.S. Federal Trademark Applications and Registrations

MARK	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER
KINGSMILL	Busch Properties, Inc. (Delaware Corp.) One Busch Place St. Louis, Missouri 63118	U.S. Serial No. 73-238018	U.S. Reg. No. 1,167,639
KR and Design	Busch Properties, Inc. (Delaware Corp.) One Busch Place St. Louis, Missouri 63118	U.S. Serial No. 85-304959	U.S. Reg. No. 4,063,174

State Trademark Applications and Registrations

None.