

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397099

<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>
Quaintance-Weaver Hotels, LLC		06/20/2016	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent-L32 LLC		
<b>Street Address:</b>	324 West Wendover Avenue, Suite 320		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27408		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3315883	O.HENRY	
<b>Registration Number:</b>	3386231	PROXIMITY	
<b>Registration Number:</b>	3473535	PRINT WORKS BISTRO	
<b>Registration Number:</b>	2355345	OH	
<b>Registration Number:</b>	2934917	MAGI BED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3365744522		
<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>	336-574-8050		
<b>Email:</b>	krwebb@wcsr.com		
<b>Correspondent Name:</b>	Jack B. Hicks, Womble Carlyle		
<b>Address Line 1:</b>	300 N. Greene Street, Suite 1900		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>NAME OF SUBMITTER:</b>	Jack B. Hicks		
<b>SIGNATURE:</b>	/Jack B. Hicks/		
<b>DATE SIGNED:</b>	08/31/2016		
<b>Total Attachments: 3</b>			
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CH \$140.00 3315883

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## INTELLECTUAL PROPERTY ASSIGNMENT

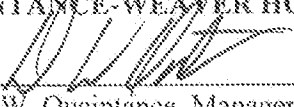
For the sum of one dollar (US\$1.00) in hand received and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **QUAINTANCE-WEAVER HOTELS, LLC**, a North Carolina limited liability company, having its principal place of business at 324 West Wendover Avenue, Suite 320, Greensboro, North Carolina 27408, ("Assignor") does hereby assign, sell, convey, and transfer unto **CRESCENT-LJ2 LLC**, a North Carolina limited liability company, having its principal place of business at 324 West Wendover Avenue, Suite 320, Greensboro, North Carolina 27408 ("Assignee"), its successors, and assigns, the following:

- a. The entire and worldwide right, title, and interest, if any, of Assignor in and to the intellectual property set forth in Schedule A attached hereto and incorporated herein by reference, including any common law, applied for, pending, abandoned and registered trademark thereof; any copyrightable, copyrighted, or uncopyrighted works or expressions and any moral rights, mask work rights, or architectural work rights related thereto, any associated logos and stylized letters used by Assignor in the operation of its business, and the goodwill of the business related thereto (collectively, the "Intellectual Property");
- b. Any and all rights which Assignor has or may have to sue for and obtain damages, injunctive relief, or attorney's fees for any and all past infringements with respect to the Intellectual Property, and any and all causes of action heretofore accrued or hereafter accruing for misappropriation, infringement, or other violation of any proprietary or other right in and to said Intellectual Property;
- c. All registrations and applications relating to the Intellectual Property, including any and all renewals and extensions thereof, for which the Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks or the U.S. Register of Copyrights, as may be applicable, record Assignee as the owner of the rights assigned hereunder; and
- d. Any and all common law rights which Assignor has or may have in or to any of the Intellectual Property.

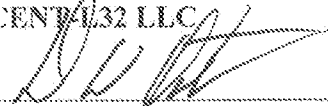
Assignee shall have the sole and exclusive right throughout the world in all languages and countries use or exploit the Intellectual Property in any fashion, and to modify, make derivative works, reproduce, distribute, perform or display all or any part of the Intellectual Property in any format or version, by any means and in any media, whether now known or hereafter developed, and Assignee shall have the sole and exclusive right throughout the world to advertise, offer for sale or sell its products and services using the Intellectual Property. Assignor waives any and all moral rights applicable to the Intellectual Property, including, without limitation, the rights of attribution and integrity, as such rights are defined in the Copyright Act of 1976 (the "Copyright Act"), Section 106A, as amended, or corresponding laws of any other jurisdiction.

Signed and sealed this 20<sup>th</sup> day of June, 2016.


QUAINTANCE-WEAVER HOTELS, LLC

  
Dennis W. Quaintance, Manager

CRESCENT 132 LLC

  
Dennis W. Quaintance, Manager

## SCHEDULE A

TITLE	INFORMATION	STATUS
<b>O.HENRY</b>	Registration No.: 3,315,883 Registration Date: 10/23/2007 Goods/Services: Hotel services	Registered
<b>PROXIMITY</b>	Registration No.: 3,386,231 Registration Date: 2/19/2008 Goods/Services: Hotel and restaurant services	Registered
<b>PRINT WORKS BISTRO</b>	Registration No.: 3,473,535 Registration Date: 7/22/2008 Goods/Services: Restaurant and bar services	Registered
<b>LOGO (O.HENRY)</b> 	Registration No.: 2,355,345 Registration Date: 6/6/2000 Goods/Services: Hotel services	Registered
<b>MAGIBED (Service Mark)</b>	Registration No.: 2,934,917 Registration Date: 3/22/2005 Goods/Services: Hotel services	Registered