

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deseret Digital Media, Inc.		03/30/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Bonneville International Corporation		
Street Address:	55 North 300 West, P.O. Box 1160		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84110		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87570030	KSL	
Serial Number:	87570027	KSL	
Serial Number:	87570021	KSL	
Serial Number:	87570011	KSL	
Serial Number:	87570010	KSL	
Serial Number:	87570006	KSL	
Serial Number:	87569847	KSL	
Serial Number:	87569996	KSL	
Serial Number:	87569989	KSL	
Serial Number:	87569868	KSL	
Serial Number:	87569864	KSL	
Serial Number:	87569861	KSL	
Serial Number:	87569854	KSL	
Serial Number:	87568560	KSL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(801) 575-0000		

OP \$365.00 87570030

Email: legal@ksl.com
Correspondent Name: Bonneville International Corporation
Address Line 1: 55 North 300 West, P.O. Box 1160
Address Line 4: Salt Lake City, UTAH 84110

NAME OF SUBMITTER: Michael L. Dowdle

SIGNATURE: /Michael L. Dowdle/

DATE SIGNED: 05/01/2018

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Agreement is made and entered into freely by and between Deseret Digital Media, Inc., a Utah corporation, having a business address of 55 North 300 West, Suite 500, Salt Lake City, Utah 84101 (hereinafter "DDM" and/or "Assignor") and Bonneville International Corporation, a Utah corporation, having a business address of 55 North 300 West, P.O. Box 1160, Salt Lake City, Utah 84110 (hereinafter "BIC" and/or "Assignee") (collectively referred to as the "Parties").

WHEREAS, BIC's is the owner of the original KSL Trademark Registration No. 1,362,463 registered with the United States Patent and Trademark Office on September 24, 1985 herein (the "Original KSL Trademark").

WHEREAS, Assignor has adopted, filed and has been using the trademarks as described in Exhibit A attached hereto and incorporated by reference herein (the "Trademarks") all of which are derivative marks to BIC's Original KSL Trademark; and

WHEREAS, The Parties have agreed that Assignee shall acquire, own and use the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns, sells and transfers to Assignee all of Assignor's title and interest in and to the Trademarks, including, but not limited to: (i) all registration rights with respect to the Trademarks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Trademarks, and (iv) all income, royalties or claims relating to the Trademarks due or payable on or after the date of this Assignment.
2. **Consideration.** In consideration of One Dollar (\$1.00), and other good and valuable consideration paid to Assignor by the Assignee, the receipt and sufficiency of which Parties hereby acknowledge.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
 - (h) Assignee has the right to file foreign trademark applications on said Trademarks in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such Trademarks.
 - (i) Assignor hereby authorize and request the United States Patent and Trademark Office, and such Trademark Office officials in foreign countries as are duly

authorized by their laws to issue trademarks, to issue any and all Trademarks to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns, and legal representatives.

4. **Attorney's Fees.** Should Parties hereto, or any heir, personal representative, successor or assign of Parties hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.
5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: Exhibit A.
6. **Amendment.** This Agreement may be amended only by a written agreement signed by both Parties which explicitly adjoins itself to this Agreement.
7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
9. **Binding Effect.** The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer.
9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Salt Lake County and the State of Utah.

Date: March 30, 2018

ASSIGNEE

BONNEVILLE INTERNATIONAL
CORPORATION

Signature: _____

Printed Name: Michael Dowdle
Title: SR. V.P. Business Affairs &
General Counsel

ASSIGNOR

DESERET DIGITAL MEDIA, INC.

Signature: _____

Printed Name: J. David Pearce
Title: General Counsel

EXHIBIT A

DESCRIPTION OF TRADEMARKS

1. "KSL and Design" United States Trademark Application Serial No. 87/570,030 filed in the United States Patent and Trademark Office on August 15, 2017;
2. "KSL and Design" United States Trademark Application Serial No. 87/570,027 filed in the United States Patent and Trademark Office on August 15, 2017;
3. "KSL and Design" United States Trademark Application Serial No. 87/570,021 filed in the United States Patent and Trademark Office on August 15, 2017;
4. "KSL and Design" United States Trademark Application Serial No. 87/570,011 filed in the United States Patent and Trademark Office on August 15, 2017;
5. "KSL and Design" United States Trademark Application Serial No. 87/570,010 filed in the United States Patent and Trademark Office on August 15, 2017;
6. "KSL and Design" United States Trademark Application Serial No. 87/570,006 filed in the United States Patent and Trademark Office on August 15, 2017;
7. "KSL" United States Trademark Application Serial No. 87/569,847 filed in the United States Patent and Trademark Office on August 15, 2017;
8. "KSL and Design" United States Trademark Application Serial No. 87/569,996 filed in the United States Patent and Trademark Office on August 15, 2017;
9. "KSL" United States Trademark Application Serial No. 87/569,989 filed in the United States Patent and Trademark Office on August 15, 2017;
10. "KSL" United States Trademark Application Serial No. 87/569,868 filed in the United States Patent and Trademark Office on August 15, 2017;
11. "KSL" United States Trademark Application Serial No. 87/569,864 filed in the United States Patent and Trademark Office on August 15, 2017;
12. "KSL" United States Trademark Application Serial No. 87/569,861 filed in the United States Patent and Trademark Office on August 15, 2017;
13. "KSL" United States Trademark Application Serial No. 87/569,854 filed in the United States Patent and Trademark Office on August 15, 2017; and
14. "KSL" United States Trademark Application Serial No. 87/568,560 filed in the United States Patent and Trademark Office on August 15, 2017.