

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478260

<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>
M Waikiki LLC		04/18/2018	Limited Liability Company: HAWAII
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Diamond Resorts Holdings, LLC		
<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>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87232934	MODERN PLAYERS CLUB	
<b>Registration Number:</b>	5085008	FRIENDS WITH BENEFITS	
<b>Registration Number:</b>	4153277	THE MODERN HONOLULU	
<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>	informationspecialists@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- 448, 449, 450		
<b>NAME OF SUBMITTER:</b>	DONNA M. VECCHIONE		
<b>SIGNATURE:</b>	/DONNA M. VECCHIONE/		
<b>DATE SIGNED:</b>	06/15/2018		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is made and entered into as of April 18, 2018, made by and between M WAIKIKI LLC, a Hawaii limited liability company (the "Assignor"), and DIAMOND RESORTS HOLDINGS, LLC, a Nevada limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Agreement of Purchase and Sale (as amended, restated, modified or supplemented from time to time, the "Purchase Agreement"), dated as of January 30, 2018, between the Assignor and Diamond Resorts International, Inc., a Delaware corporation ("Diamond"), the Assignor has agreed, *inter alia*, to sell to Diamond the Hotel, which Hotel includes all of the Assignor's right, title and interest in, to and under the Hotel IP, including those trademarks and registrations therefor listed in Schedule A hereto and including all goodwill associated therewith (collectively, the "Trademarks"), and Diamond has agreed to acquire all of the right, title and interest of the Assignor in and to the Hotel, including the Hotel IP;

WHEREAS, pursuant to the Assignment and Assumption of Agreement of Purchase and Sale, dated as of the date hereof, by and among Diamond, Assignee and the other parties thereto, Diamond assigned all of its rights and obligations under the Purchase Agreement relating to intellectual property to Assignee; and

WHEREAS, in accordance with the Purchase Agreement, the Assignor wishes to sell, assign, transfer, convey and deliver to the Assignee the Trademarks, and the Assignee wishes to acquire all of the right, title and interest of the Assignor in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1.1 Defined Terms. All capitalized terms used but not defined in this Assignment shall have the same meanings as are given to such terms in the Purchase Agreement.

Section 1.2 Assignment of Trademarks. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and its successors and permitted assigns, and the Assignee hereby purchases, receives, acquires and accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, including the exclusive rights to (a) bring Actions, defend against or otherwise recover for infringements or other impairments of the Trademarks, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 1.3 Further Assurances. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entities. The Assignor agrees that at any time and from time to time, at the Assignee's request and expense and without further consideration, the Assignor shall promptly execute and deliver all further instruments of transfer, conveyance, assignment, consent and other documents, and take all further actions, that are reasonably requested by the Assignee, to perfect, protect, convey legal title to the Trademarks or more fully evidence the Assignee's and its assignees' respective right, title and interest in, to and under the Trademarks, or to enable the Assignee and/or such assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder.

Section 1.4 Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or the Assignee under the Master Purchase Agreement. To the extent any provision of this instrument is inconsistent with the Master Purchase Agreement, the provisions of the Master Purchase Agreement shall control.

Section 1.5 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Hawaii (without reference to conflicts of laws principles).

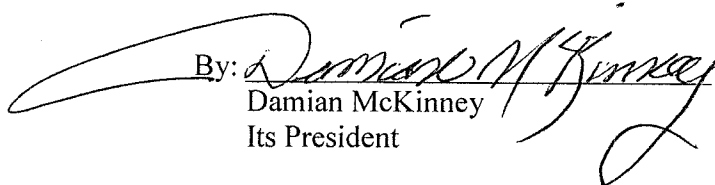
Section 1.6 Counterparts. This Assignment may be executed in one or more counterparts, and counterparts by facsimile or by e-mail as a pdf attachment, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**M WAIKIKI LLC**, a Hawaii limited liability company

By: McKinney Advisory Group, Inc.,  
a California corporation, its Manager


By:   
Damian McKinney  
Its President

*[signatures continue on following page]*

*[Signature page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 006354 FRAME: 0108**

**DIAMOND RESORTS HOLDINGS, LLC**

By:   
Name: Jason Cohen  
Title: Executive Vice President,  
General Counsel and  
Secretary

*[Signature page to Trademark Assignment]*

**Schedule A**

**Trademarks**

U.S. Federal Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
MODERN PLAYERS CLUB	United States	87232934 10-NOV-2016	Not Available	41	M WAIKIKI LLC	Pending
FRIENDS WITH BENEFITS	United States	86782613 08-OCT-2015	5085008 22-NOV-2016	35	M WAIKIKI LLC	Registered
THE MODERN HONOLULU	United States	85419514 09-SEP-2011	4153277 05-JUN-2012	43	M WAIKIKI LLC	Registered

U.S. State Trademarks

Mark	State	Serial No./ Filing Date	Certificate No./ Reg. Date	Owner	Status
MODERN HOTEL HONOLULU	Hawaii	Not Available	4096812 15-JUL-2011	M WAIKIKI LLC	Registered
THE MODERN HONOLULU	Hawaii	Not Available	4096811 15-JUL-2011	M WAIKIKI LLC	Registered