

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484178

<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>
INTRAWEST HONUA KAI HOSPITALITY MANAGEMENT, LLC		07/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HKVC LLC		
<b>Street Address:</b>	2375 Kuhio Avenue		
<b>City:</b>	Honolulu		
<b>State/Country:</b>	HAWAII		
<b>Postal Code:</b>	96815-2992		
<b>Entity Type:</b>	Limited Liability Company: HAWAII		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4250350	HONUA KAI	
<b>Registration Number:</b>	4250351	HONUA KAI RESORT & SPA KAA NAPALI BEACH	
<b>Registration Number:</b>	3812184	HONUA KAI	
<b>Registration Number:</b>	3812185	HONUA KAI RESORT & SPA KAA NAPALI BEACH	
<b>Registration Number:</b>	4161658	HONUA KAI	
<b>Registration Number:</b>	4172123	HONUA KAI RESORT & SPA KAA NAPALI BEACH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	212-698-3500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	THREE BRYANT PARK		
<b>Address Line 2:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Karen Del Greco		
<b>SIGNATURE:</b>	/Karen Del Greco/		

CH \$165.00 4250350

<b>DATE SIGNED:</b>	07/31/2018
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**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”) dated as of July 31, 2018, is made by and between **INTRAWEST HONUA KAI HOSPITALITY MANAGEMENT, LLC**, a Delaware limited liability company (“Assignor”), and **HKVC LLC**, a Hawaii limited liability company (“Assignee”). Capitalized terms used but not otherwise defined in this Trademark Assignment Agreement shall have the meanings set forth in that certain Purchase and Sale Agreement, of even date herewith, by and among Assignor, **INTRAWEST HOSPITALITY MANAGEMENT, LLC**, a Delaware limited liability company and Assignee (as may be amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”).

**WITNESSETH:**

**WHEREAS**, Assignor owns the Transferred Trademarks (as defined below);

**WHEREAS**, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, being incorporated herein by this reference), Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Transferred Trademarks;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Transferred Trademarks.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all rights, title and interests Assignor holds in and to the trademark registrations, trademark applications, service mark registrations, service mark applications and domain name registrations of Assignor set forth on Exhibit A, together with all extensions and renewals thereof (the “Transferred Trademarks”), and any and all goodwill of the business connected with and symbolized by, in, to and under the Transferred Trademarks, together with all rights to collect royalties, profits and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby authorizes and requests the Patent and Trademark Office officials in all countries and jurisdictions throughout the world, including the United States of America, to record this Trademark Assignment Agreement and to issue trademarks based upon pending applications included in the Transferred Trademarks to Assignee of Assignor’s entire right, title and interest in and to the same.

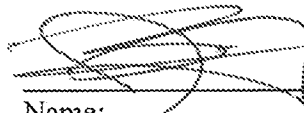
3. This Trademark Assignment Agreement may be executed in counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.
4. This Trademark Assignment Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment Agreement, the terms of the Purchase Agreement shall govern.
5. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. This Trademark Assignment Agreement (and all disputes arising out of it including non-contractual disputes) shall be governed by and interpreted in accordance with the substantive laws of the United States of America and the State of New York, without regard to the choice of law provisions thereof.
7. If any term or other provision of this Trademark Assignment Agreement shall be held invalid or unenforceable, the remainder of this Trademark Assignment Agreement shall not be affected.
8. This Trademark Assignment Agreement may not be amended or altered except by a written instrument executed by Assignor and Assignee.

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IN WITNESS WHEREOF, the Assignor and Assignee hereto have caused this Trademark Assignment Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

**INTRAWEST HONUA KAI  
HOSPITALITY MANAGEMENT, LLC**  
By: Intrawest Hospitality Management, LLC,  
a Delaware limited liability company, its sole  
member



Name:

Title:

Jane Zsigmond  
Asst. Secretary

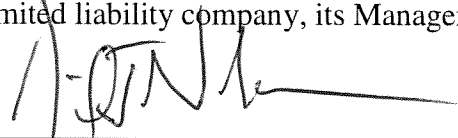
*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 006399 FRAME: 0238**

ASSIGNEE:

**HKVC LLC**

By: Hawaii Vacation Condos LLC, a Hawaii  
limited liability company, its Manager

A handwritten signature in black ink, appearing to read 'D. Nadeau', written over a horizontal line.

Name: David J. Nadeau


Title: Executive Vice President


*[Signature Page to Trademark Assignment Agreement]*

**Exhibit A**


**Transferred Trademarks**

**Registered Trademarks and Trademark Applications**

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
HONU KAI	United States of America  0713.817273-TM	Registered	77638392  Dec 22, 2008	4250350  Nov 27, 2012	Intrawest Honua Kai Hospitality Management LLC	44-Hot tub facilities.
HONU KAI RESORT & SPA KAA NAPALI BEACH (and design)  	United States of America  0713.817275-TM	Registered	77638403  Dec 22, 2008	4250351  Nov 27, 2012	Intrawest Honua Kai Hospitality Management LLC	44-Hot tub facilities.
HONU KAI	United States of America  0713.817277-TM	Registered	77979491  Dec 22, 2008	3812184  Jun 29, 2010	Intrawest Honua Kai Hospitality Management LLC	35-Real estate marketing and advertising services, real estate sales management services, resort management services for others and resort operations services for others.* 36-Real estate brokerage services, real estate management services and real estate leasing services.* 41-Recreational services in the nature of pool facilities, spa facilities for fitness and exercise to promote health and wellness, beach

						facilities and golf facilities; rental of golf equipment, diving equipment, snorkeling equipment, fishing equipment, surfing and windsurfing equipment, and kites.* 43-Resort lodging services and travel agency services, namely, making reservations and booking for temporary lodging; rental of beach chairs, towels and umbrellas for recreational use.
<p>HONU KAI RESORT &amp; SPA KAANAPALI BEACH (and design)</p> 	<p>United States of America</p> <p>0713.817274- TM</p>	Registered	<p>77979492</p> <p>Dec 22, 2008</p>	<p>3812185</p> <p>Jun 29, 2010</p>	<p>Intrawest Honua Kai Hospitality Management LLC</p>	<p>35-Real estate marketing and advertising services, real estate sales management services, resort management services for others and resort operations services for others.* 36-Real estate brokerage services, real estate management services and real estate leasing services.* 41-Recreational services in the nature of pool facilities, spa facilities for fitness and exercise to promote health and wellness, beach facilities and golf facilities; rental of golf equipment, diving equipment, snorkeling equipment, fishing equipment, surfing and windsurfing equipment, and kites.* 43-Resort</p>



						lodging services and travel agency services, namely, making reservations and booking for temporary lodging; rental of beach chairs, towels and umbrellas for recreational use.
HONUA KAI	United States of America 0713.838497-TM	Registered	77983136 Dec 22, 2008	4161658 Jun 19, 2012	Intrawest Honua Kai Hospitality Management LLC	25-Clothing, namely, hats, caps, visors, collared shirts, collarless shirts, sweaters, sweatshirts, pants, jackets, socks, underwear, shoes, coats, suspenders, skirts, shorts, employee uniforms.
HONUA KAI RESORT & SPA KAANAPALI BEACH (and design) 	United States of America 0713.841295-TM	Registered	77983150 Dec 22, 2008	4172123 Jul 10, 2012	Intrawest Honua Kai Hospitality Management LLC	25-Clothing, namely, hats, caps, visors, collared shirts, collarless shirts, sweaters, sweatshirts, pants, jackets, socks, underwear, shoes, coats, suspenders, skirts, shorts, employee uniforms.
Honua Kai Property Management	Hawaii 41660 C6	Registered		4107655 Jul 6, 2012	Intrawest Honua Kai Hospitality Management LLC	VACATION PROPERTY MANAGEMENT, PROPERTY MANAGEMENT, SHORT TERM PROPERTY RENTALS, MANAGEMENT OF RESORT AND VACATION PROPERTY
Honua Kai Resort & Spa	Hawaii 41660 C6	Registered		4125598 Jan 30, 2014	Intrawest Honua Kai Hospitality Management LLC	Hotel Resort