

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantis Holdings (Bahamas) Limited		06/30/2014	Corporation: BAHAMAS
RECEIVING PARTY DATA			
Name:	Atlantis Resort SPE Limited		
Street Address:	c/o GTC Corporate Services Limited		
Internal Address:	Sassoon House, P.O. Box SS-5383		
City:	Nassau		
State/Country:	BAHAMAS		
Entity Type:	Corporation: BAHAMAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4270173	AQUAVENTURE	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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:	2125046000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	96144.003		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	06/21/2018		
Total Attachments: 5			
source=AHBL - Omnibus Assignment_Recordation_Aquaventure#page1.tif			
source=AHBL - Omnibus Assignment_Recordation_Aquaventure#page2.tif			
source=AHBL - Omnibus Assignment_Recordation_Aquaventure#page3.tif			
source=AHBL - Omnibus Assignment_Recordation_Aquaventure#page4.tif			

CH \$40.00 4270173

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is executed this ____ day of June, 2014, by and between **Atlantis Holdings (Bahamas) Limited**, a company incorporated under the International Business Companies Act in the Commonwealth of The Bahamas (“Assignor”), and **Atlantis Resort SPE Limited**, a company incorporated under the International Business Companies Act in the Commonwealth of The Bahamas (“Assignee”).

RECITALS

WHEREAS, Assignor desires to assign, transfer and convey to Assignee (a) all of Assignor’s right, title and interest in, to and under all of the Contracts (as defined below) with respect to or affecting the Land and Improvements (collectively, the “**Property**”), (b) all of Assignor’s right, title and interest in, to, and under the Other Assets (as defined below), and (c) all of Assignor’s right, title and interest in, to, and under all of the Intangible Property (as defined below; the Intangible Property, together with the Contracts and the Other Assets, collectively, the “**Assigned Interests**”) on the terms and provisions herein set forth;

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

1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.
2. Assignment. Assignor hereby irrevocably and unconditionally grants, assigns, transfers, sets over and conveys to Assignee, together with its successors and assigns, all right, title and interest of which Assignor owns or possesses or to which Assignor is otherwise entitled in, to, and under the following:
 - (a) All service, supply and maintenance agreements, space, dock, slip and equipment leases, licenses and rental agreements, and all other contracts and agreements with respect to or affecting the Property, whether written or unwritten, including but not limited to those agreements listed on Exhibit A attached hereto and made a part hereof, and all amendments, modifications, addenda, supplements, extensions, and renewals thereof, with respect to or affecting the Property (collectively, the “**Contracts**”);
 - (b) All the personal property and other assets with respect to or affecting the Property (collectively, the “**Other Assets**”); and
 - (c) All intangible property owned by Assignor and used in connection with the Property and related operations, including, without limitation, to the extent assignable, any warranties, guaranties, architectural or engineering plans and specifications, IT systems, technology platforms, data, intellectual property, trademarks, books and records, permits, licenses, certificates of occupancy, entitlements, and governmental approvals, which relate exclusively to the Property (collectively, the “**Intangible Property**”);

which relate exclusively to the Property (collectively, the “**Intangible Property**”);

and Assignee accepts from Assignor all right, title, and interest in and to the same, and agrees to discharge, perform and fulfill all of the terms covenants, conditions, and obligations required to be discharged, performed or fulfilled by Assignor under or in connection with the Assigned Interests accruing from and after the date hereof.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that:

- (a) Assignor is the legal, record and beneficial owner of, and has good title to, the Assigned Interests;
- (b) Assignor is transferring the Assigned Interests free and clear of any lien, security interest, charge or encumbrance of any kind and no other person or entity has any rights to acquire or exercise any of Assignor’s right, title, or interest in, to, or under the Assigned Interests;
- (c) Assignor has not transferred or assigned any rights, interests, or obligations in, to, or under any Assigned Interests to any other party; and
- (d) Assignor has all necessary power and authority to assign the Assigned Interests.

4. Construction. This Assignment (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns; (ii) shall not be altered, amended, modified, terminated or discharged orally and no revisions hereof shall be effective except by an instrument in writing signed by each of Assignor and Assignee; (iii) may be executed in several counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document; and (iv) may be executed by facsimile or electronically transmitted signature, and shall be binding upon any party who so executes.

5. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE COMMONWEALTH OF THE BAHAMAS, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF THIS ASSIGNMENT AND ALL OF THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER.

6. Continuing Validity. The Contracts and any documents governing and/or applicable to the Assigned Interests, shall remain in full force and effect and shall not be modified or altered, except with respect to the transactions expressly contemplated hereunder.

7. Defined Terms. Capitalized terms used but undefined herein shall have the meaning ascribed to them in that certain Loan Agreement, dated as of June __, 2014, among German American Capital Corporation, Morgan Stanley Bank, N.A. Citigroup Global Markets Realty Corp., Assignee and the other parties thereto.

8. Further Assurances. Assignor hereby agrees to cooperate (and to cause its affiliates to cooperate), at its sole cost and expense at all times from and after the date hereof with respect to all matters described herein, and to execute (and to cause its affiliates to execute), at its sole cost and expense, such further assignments, releases, assumptions, amendments or restatements of the Contracts and/or the documents governing and/or applicable to the Other Assets and/or the Intangible Property, notifications and other documents as may be requested by Assignee for the purpose of giving effect to, or evidencing or giving notice of, the assignment effected hereby.

9. No Merger. Each of the interests in, to and under any of the Assigned Interests shall remain separate and distinct, notwithstanding the union of such interests in Assignee or any third party by assignment or otherwise.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

ASSIGNOR:

ATLANTIS HOLDINGS (BAHAMAS) LIMITED,
a company incorporated under the Companies Act in the
Commonwealth of The Bahamas

By:



Name: Giselle Pyfrom

Title: Authorized Representative

[Signatures Continued On Following Page]

Signature Page to Assignment and Assumption Agreement

TRADEMARK
REEL: 006404 FRAME: 0528

ASSIGNEE:

ATLANTIS RESORT SPE LIMITED,
a company incorporated under the International Business
Companies Act in the Commonwealth of The Bahamas

By:



Name: Giselle Pyfrom
Title: Authorized Representative

Signature Page to Assignment and Assumption Agreement