

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inn at Perry Cabin Corporation		03/21/2014	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	RDC Inn at Perry Cabin LLC		
Street Address:	115 Broadway, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2421412	THE INN AT PERRY CABIN	
CORRESPONDENCE DATA			
Fax Number:	4802456231		
<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:	4807198501		
Email:	sean.garrison@bacalgroup.com		
Correspondent Name:	Sean D. Garrison		
Address Line 1:	6991 East Camelback Road, Suite D-102		
Address Line 4:	Scottsdale, ARIZONA 85251		
NAME OF SUBMITTER:	Sean D. Garrison		
SIGNATURE:	/Sean D. Garrison/		
DATE SIGNED:	10/05/2018		
Total Attachments: 5			
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OP \$40.00 2421412

ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AND GENERAL INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AND GENERAL INTANGIBLES (this "Agreement"), dated as of March 21, 2014, is between INN AT PERRY CABIN CORPORATION, a Maryland corporation ("Assignor"), and RDC INN AT PERRY CABIN LLC, a Delaware limited liability company ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Certain Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given such terms in that certain Asset Purchase Agreement, dated December 6, 2013 (as amended from time to time, the "Purchase Agreement"), between Assignor, as seller, and Assignee, as purchaser, pertaining to certain real property commonly known as the Inn at Perry Cabin located at 308 Watkins Lane, St. Michaels, Maryland (the "Property").

2. Grant. Assignor hereby unconditionally grants, bargains, sells, conveys, assigns, and transfers to Assignee, and Assignee hereby unconditionally takes, purchases, receives and accepts all of Assignor's right, title and interest in, to all intangible property owned or held by Assignor in connection with the Property including, without limitation, (i) all licenses, permits, authorizations, approvals, certificates, and other governmental approvals issued in connection with the Property, (ii) all land use applications and fees, architectural, engineering and other plans, specifications and drawings, floor area ratio rights, all development rights in connection with the Property, (iii) all transferable warranties and guaranties in connection with the Property and/or in connection with any apparatus, equipment, systems and appliances relating to or used in connection with the operation or occupancy of the Property, (iv) all trademarks, trade names, service marks, and all goodwill associated therewith and symbolized thereby, and other intangible property, rights, titles, interests, privileges and appurtenances related to or used in connection with the Property or its operations including, without limitation, the intellectual property set forth on Schedule TM attached hereto, telephone exchange numbers and any website owned by the Assignor that relates to the Property, (v) all books, records and files relating to the leasing, maintenance, management or operation of the Property belonging to Assignor, (vi) all other transferable intangible property, miscellaneous rights, benefits and privileges of any kind or character belonging to Assignor with respect to the Property and (vii) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the rights, title and interests assigned herein (collectively, the "Assigned Property").

3. Assignor Indemnification. Assignor shall be responsible for the full and timely performance of all obligations of Assignor with respect to the Assigned Interests to the extent such obligations arise from any event, act or omission occurring (or alleged to have occurred) prior to the Closing, and Assignor shall indemnify, defend and protect Assignee from and against all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including

reasonable attorneys' fees and court costs, whether suit is instituted or not) hereafter made against or incurred by Assignee arising from such obligations.

4. Assignee's Assumption and Indemnification. Assignee assumes and agrees to be responsible for the full and timely performance of all obligations of Assignor with respect to the Assigned Interests to the extent such obligations arise from any event, act or omission occurring (or alleged to have occurred) from and after the Closing, and Assignee shall indemnify, defend and protect Assignor from and against all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs, whether suit is instituted or not) hereafter made against or incurred by Assignor arising from such obligations.

5. No Impairment or Expansion. Nothing contained in this Agreement shall be deemed to limit, waive or otherwise impair or derogate any representation, warranty, covenant or indemnification set forth in the Purchase Agreement or to waive or abrogate any limits on liability specified in the Purchase Agreement. In addition, nothing contained in this Agreement shall be deemed to expand, add to or affect any representation, warranty, covenant or indemnification set forth in the Purchase Agreement or any survival period set forth in the Purchase Agreement.

6. Attorneys' Fees. If any party hereto engages an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, in any legal proceeding, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such proceeding including legal assistant, service of process, filing, court and court reporter, investigative and expert witness fees and costs, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party who receives substantially the relief desired, whether by judgment, dismissal or otherwise.

7. Counterparts. This Agreement may be executed in one or more counterparts, and each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

8. Severability of Provisions. If any part of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such part did not exist, and the balance hereof shall be given full effect.

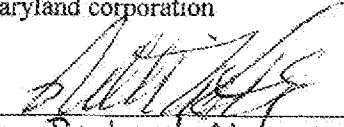
9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the jurisdiction governing the Purchase Agreement, without regard to its choice of law principles.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:

INN AT PERRY CABIN CORPORATION,
a Maryland corporation

By: 
Name: Richard M. Levine
Title: President

ASSIGNEE:

RDC INN AT PERRY CABIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AND GENERAL INTANGIBLES]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:

INN AT PERRY CABIN CORPORATION,
a Maryland corporation

By: _____
Name:
Title:

ASSIGNEE:

RDC INN AT PERRY CABIN LLC,
a Delaware limited liability company

By: Michael Albert
Name: Michael Albert
Title: Authorized Agent

[ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AND GENERAL INTANGIBLES]

SCHEDULE TM

Schedule TM

TRANSFERRED INTELLECTUAL PROPERTY

Trademarks

Mark

The Inn at Perry Cabin

Reg. No.
2,421,412

Reg. Date
Jan. 16, 2001

Goods

Class 42, Hotel, making hotel Perry Cabin reservations for others, restaurant, Cafeteria food and catering services

Renewal

and bar services

Websites

perrycabin.com

Domain Names

perrycabin.com

urfs

innperrycabin.com

lindenspa.com

perrycabin.biz

perrycabin.com

perrycabin.info

perrycabin.net

perrycabin.org