

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505517

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|---|--|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CONDADO HOTEL SERVICES GROUP, INC. | | 12/13/2018 | Corporation: PUERTO RICO |
| RECEIVING PARTY DATA | | | |
| Name: | CONDADO DUO LA CONCHA CASINO SPV LLC | | |
| Street Address: | 1251 Avenue of the Americas | | |
| Internal Address: | 50th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | Limited Liability Company: PUERTO RICO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5540443 | CASINO DEL MAR | |
| 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: | 787-274-1212 | | |
| Email: | mtrelles@pmalaw.com | | |
| Correspondent Name: | Maria D. Trelles | | |
| Address Line 1: | Popular Center 19th Floor | | |
| Address Line 2: | 208 Ponce de Leon Avenue | | |
| Address Line 4: | San Juan, PUERTO RICO 00918 | | |
| NAME OF SUBMITTER: | Maria D. Trelles | | |
| SIGNATURE: | /Maria D. Trelles/ | | |
| DATE SIGNED: | 01/11/2019 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 5540443

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT made on the day of December 12, 2018, by Condado Hotel Services Group, Inc., a Puerto Rico corporation (the "Assignor") and Condado Duo La Concha Casino SPV, a Puerto Rico limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Settlement and Transfer Agreement dated as of January 1, 2018 (the "Transfer Agreement"), pursuant to which Assignor pursuant to which Assignor assign, and transfer to Assignee, without limitation, any and all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith of "Premier" or "Premier Medical Center."

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title, and interest in, to, and under any and all registered and unregistered trademarks, service marks, trade names, and trademark, service mark, and trade name applications of Assignor in Puerto Rico, listed in Schedule A hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for good and valuable consideration set forth in the Transfer Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's rights, title, and interest in, to, and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, all rights to register the Marks, and any and all registrations, renewals, and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in Puerto Rico or the United States of America, the same to be held and enjoyed by Assignee, its successors, and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, together with all income, royalties, and payments due or payable as of the date hereof or thereafter including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks in Puerto Rico. It is the purpose of this Assignment and intent of the parties that all intellectual property rights of any nature in connection with such Marks that Assignor may have in Puerto Rico be transferred by Assignor to Assignee.

To the extent required by Assignee, Assignor shall request and/or file any documents in support of any request to have Assignee's rights over the trademarks listed in Schedule A registered before the Trademark Registry of the Puerto Rico Department of State and the United States Patent and Trademark Office. Assignor represents, warrants, and certifies that each Mark was first used in commerce in Puerto Rico on the date and for the goods set forth in Schedule A.

Assignor further represents, warrants, and certifies that, to the best of its knowledge, no other person or entity has superior rights to the trademarks listed in Schedule A in Puerto Rico and no other person or entity is using or has used the trademarks listed in Schedule A in Puerto Rico, whether with or without Assignor's authorization. Assignor has not, at any time, received any claim for trademark infringement, cease and desist letter, or any claim relating to the use or ownership of the trademarks set forth in Schedule A.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (ii) the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) obtaining any additional trademark protection for the Marks that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in Puerto Rico or in the United States of America; and (iv) the implementation or perfection of this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

CONDADO HOTEL SERVICES GROUP, INC.

CONDADO DUO LA CONCHA CASINO SPV LLC

By: [Signature]
Name: CARL KORUM
Title: President

By: [Signature]
Name: Iván Báez
Title: Authorized Signatory

Affidavit No. 222

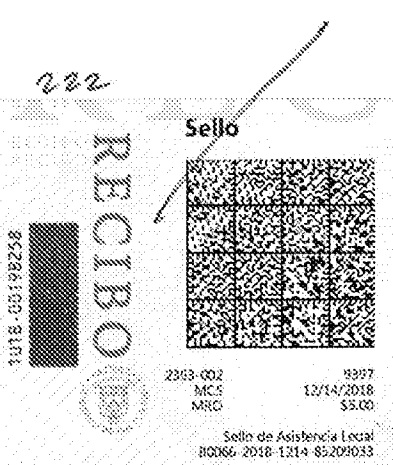
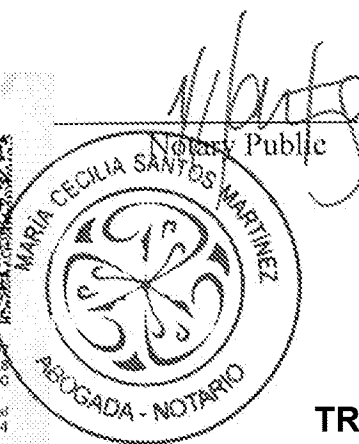
Acknowledged and subscribed before me in San Juan, Puerto Rico, this 13th day of December, 2018 by Iván Báez, of legal age, single, executive and resident of Carolina, Puerto Rico, who is personally known to me, in his capacity as Authorized Signatory of Condado Duo La Concha Hotel Casino SPV LLC.



[Signature]
Notary Public

Affidavit No. 229

Acknowledged and subscribed before me in San Juan, Puerto Rico, this 14th day of December, 2018 by Carl Korum, of legal age, married, executive and resident of Carolina, Puerto Rico, who I have identified by his personally known, in his capacity as Authorized Signatory of Condado Hotel Services Group, Inc..



Schedule A

| Trademark / Tradename | Date of First Use in Puerto Rico | Application/ Registration | Application / Registration Number | Application / Registration Date | Office |
|------------------------------|---|----------------------------------|--|--|---|
| CASINO DEL MAR | November 17, 2008 | Registration | 5,540,443 | August 14, 2018 | United States Patent and Trademark Office |
| CASINO DEL MAR | November 17, 2008 | Application | 223810-41-1 | January 10, 2018 | Puerto Rico Trademark Office |

Exh. A-1