

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delos Hospitality LLC		01/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Delos Living LLC		
Street Address:	860 Washington Street		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	87150492	WELL PREMIER	
Serial Number:	87438909	STAY WELL	
Serial Number:	87255656	STAY WELL BY DELOS	
Serial Number:	87626175	WELL SIGNATURE	
Serial Number:	87196457	DELOS SIGNATURE WELLNESS	
Serial Number:	87196405	DELOS SIGNATURE	
Serial Number:	87150537	THE NEW DEFINITION OF LIVING WELL	
Serial Number:	86413200	STAY WELL	
Serial Number:	86977250	STAY WELL HOME	
Serial Number:	86976559	STAY WELL BY DELOS	
Serial Number:	86976491	STAY WELL	
Serial Number:	86976482	STAY WELL MEETINGS	
Serial Number:	86732696	STAY WELL	
Serial Number:	86732682	STAY WELL	
Serial Number:	86427128	STAY WELL	
Serial Number:	86190207	STAY WELL	
Serial Number:	86174737	WELL SIGNATURE	
Serial Number:	86174711	WELL SIGNATURE	
TRADEMARK			

OP \$1040.00 87150492

Property Type	Number	Word Mark
Serial Number:	86138091	WELL SIGNATURE SUITES POWERED BY DELOS
Serial Number:	86138071	WELL SIGNATURE SUITES
Serial Number:	86097731	STAY WELL
Serial Number:	86097756	STAY WELL BY DELOS
Serial Number:	86280783	WELL SIGNATURE
Serial Number:	86277271	WELL SIGNATURE
Serial Number:	86277114	WELL SIGNATURE
Serial Number:	86174108	STAY WELL MEETINGS
Serial Number:	86164973	STAY WELL HOME
Serial Number:	86577849	RESTORATIVE HOSPITALITY
Serial Number:	86065722	STAY WELL BY DELOS
Serial Number:	86065689	STAY WELL @
Serial Number:	86065683	STAY WELL
Serial Number:	85982946	STAY WELL
Serial Number:	85696870	STAY WELL
Serial Number:	85696846	STAY WELL BY DELOS
Serial Number:	85694494	STAY WELL
Serial Number:	85694475	STAY WELL HOTEL ROOMS
Serial Number:	85761033	STAY WELL
Serial Number:	85938078	STAY WELL SIGNATURE
Serial Number:	85761050	STAY WELL BY DELOS
Serial Number:	85696842	STAY WELL AT
Registration Number:	4385436	STAY WELL HOTEL ROOMS

CORRESPONDENCE DATA

Fax Number: 2125090406

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.

Phone: 2125094600

Email: elyse.pillitteri@vincenti.com

Correspondent Name: Elyse Pillitteri

Address Line 1: 61 Broadway

Address Line 2: Suite 1310

Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER: Elyse Pillitteri

SIGNATURE: /Elyse Pillitteri/

DATE SIGNED: 01/24/2019

Total Attachments: 26

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INTELLECTUAL PROPERTY AND DATA ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY AND DATA ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into, and is effective, as of January 26, 2018, (the “Effective Date”) by and between Delos Hospitality LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal office at 860 Washington Street, 4th Floor, New York, NY, 10014 (hereinafter referred to as “Assignor”) and Delos Living LLC, a limited liability corporation organized and existing under the laws of the State of Delaware having its principal office at 860 Washington Street, 4th Floor, New York, NY, 10014 (hereinafter referred to as “Assignee”) (also separately referred to as a “Party” and jointly referred to as the “Parties”).

WHEREAS, Assignor owns or may own certain applications, registrations and other rights in and to the copyrights embodied in or by the materials listed or described in Schedule 1 as well as other copyrights embodied in or by other materials (individually and collectively, the “Works”);

WHEREAS, Assignor owns or may own certain applications, registrations and other rights in and to the trademarks and service marks listed or described in Schedule 2 as well as other trademarks and service marks (individually and collectively, the “Marks”);

WHEREAS, Assignor owns or may own rights in or to information and other data collected by or for the Assignor (individually and collectively, the “Data”); and

WHEREAS, Assignor and Assignee intend for Assignor to assign to Assignee all intellectual property rights owned by Assignor as of the Effective Date of this Agreement.

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

1. **Assignment of the Works.** Assignee and Assignor agree that Assignor may be the owner of some rights, title and interest in and to copyrights embodied in or by the Works described in Schedule 1 and all other copyrights owned by Assignor. Assignee understands and acknowledges that Assignor may not own the entire copyright in and to any or all of the Works and that the extent of Assignor’s ownership of copyrights in and to the Works is not determinable. Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of the copyrights owned by Assignor as of the Effective Date, including, but not limited to, all of Assignor’s owned copyrights, if any, in and to, or embodied in or by, the aforementioned Works, including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Works or the copyrights embodied in or by the Works or otherwise assigned by Assignor to Assignee herein, whether occurring before, on or after the Effective Date of this Agreement. Assignee shall bear all costs associated with the assignment, transfer, conveyance and quitclaim from Assignor to Assignee of the copyrights owned by Assignor.

2. **Assignment of the Marks.** Except as described below, Assignor is the owner of all rights (including, but not limited to, common law rights), title and interest, and all attendant good will, in and to the Marks listed or described in Schedule 2. Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of Assignor's rights (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to the aforementioned Marks and all other trademarks and service marks owned by Assignor as of the Effective Date, including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Marks whether occurring before, on or after the Effective Date of this Agreement. For purposes of clarity and to help ensure that all of Assignor's rights, title and interest in and to certain trademarks and service marks are assigned to Assignee, Assignee and Assignor have agreed to make the list of the Marks listed or described in Schedule 2 as complete as possible, and Assignee understands and acknowledges that Assignor may not own any right, title and interest in or to any or all of the Marks listed or described in Schedule 2 and only the right (including common law rights), title and interest in and to the Marks listed or described in Schedule 2 or other trademarks and service marks that Assignor owns (including common law rights) are being assigned by Assignor to Assignee under this Agreement. Assignee shall bear all costs associated with the assignment, transfer, conveyance and quitclaim from Assignor to Assignee of the rights (including, but not limited to, common law rights), title and interest owned by Assignor in and to the Marks and all other trademarks and service marks owned by Assignor.

3. **Assignment of the Future Identified Works.** Assignee and Assignor agree that Assignor may be the owner of some rights, title and interest in and to: (i) one or more copyright protected and previously created works, (ii) one or more copyrights embodied in or by a previously created work, and (iii) one or more copyright protected works that are created by one or more previously created works (e.g., copyright protectable animations or images created by previously created software), that may be identified in the future ((i), (ii) and (iii), collectively, the "Future Identified Works"). Assignee understands and acknowledges that Assignor may not own the entire copyright in and to any or all of the Future Identified Works and that the extent of Assignor's ownership of copyrights in and to any such Future Identified Works is not determinable. Should Assignor and Assignee identify and mutually agree to the designation of a copyright protected work as a Future Identified Work after the Effective Date of this Agreement, then effective as of the Effective Date of this Agreement, Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of Assignor's owned copyright, if any, in and to such Future Identified Work including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Future Identified Works whether occurring before, on or after the Effective Date of this Agreement. For the avoidance of doubt, no additional consideration will be due or payable by Assignee to Assignor for any assignment, conveyance, transfer or quitclaim of Assignor's owned copyrights in and to any Future Identified Works to Assignee. In addition, in order to further document and confirm such irrevocable assignment, conveyance, transfer and quitclaim of Assignor's owned copyrights in and to any Future Identified Work to Assignee, Assignor and Assignee shall execute the confirmatory assignment document provided in Schedule 3 or a similar agreement as

mutually agreed to by the Parties. Assignee shall bear all costs associated with the assignment, transfer, conveyance and quitclaim from Assignor to Assignee of the copyrights owned by Assignor in and to the Future Identified Works.

4. **Assignment of the Future Identified Marks.** Assignee and Assignor agree that Assignor may be the owner of rights, title and interest in and to one or more trademarks or service marks that may be identified in the future (the "Future Identified Marks"). Should Assignor and Assignee identify and mutually agree to the designation of a trademark or service mark as a Future Identified Mark after the Effective Date of this Agreement, then effective as of the Effective Date of this Agreement, Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of Assignor's right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to such Future Identified Mark including the right to bring, make, oppose, defend, and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Future Identified Marks whether occurring before, on or after the Effective Date of this Agreement. For the avoidance of doubt, no additional consideration will be due or payable by Assignee to Assignor for any assignment, conveyance, transfer or quitclaim of Assignor's right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to any Future Identified Marks to Assignee. In addition, in order to further document and confirm such irrevocable assignment, conveyance, transfer and quitclaim of Assignor's right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to any Future Identified Mark to Assignee, Assignor and Assignee shall execute the confirmatory assignment document provided in Schedule 4 or a similar agreement as mutually agreed to by the Parties. Assignee shall bear all costs associated with the assignment, transfer, conveyance and quitclaim from Assignor to Assignee of the rights (including, but not limited to, common law rights), title and interest owned by Assignor in and to the Future Identified Marks.

5. **Assignment of the Data.** Assignee and Assignor agree that Assignor may be the owner of some rights (including all intellectual property rights), title and interest in and to the Data. Assignee understands and acknowledges that Assignor may not own the entire rights in and to any or all of the Data and that the extent of Assignor's ownership of rights in and to the Data is not determinable. Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of the rights, including all intellectual property rights, in and to the Data owned by Assignor as of the Effective Date, including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Data or otherwise assigned by Assignor to Assignee herein, whether occurring before, on or after the Effective Date of this Agreement. Assignee shall bear all costs associated with the assignment, transfer, conveyance and quitclaim from Assignor to Assignee of the rights in and to the Data owned by Assignor.

6. **Assignment of other Intellectual Property.** To the extent not already assigned by Assignor to Assignee under this Agreement, Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all intellectual property rights owned by Assignor as of the Effective Date, including, but not limited to, all moral rights, publicity rights, trade secret rights,

trademark and service mark rights (including, but not limited to, all common law rights and all attendant good will in such trademarks and service marks), copyrights, patent rights, patent application rights, and design rights.

7. **Termination of Prior License Agreements.** To the extent not already terminated between them, Assignor and Assignee agree and acknowledge that, upon the Effective Date of this Agreement, all prior license agreements executed by and between Assignor and Assignee are hereby terminated as between Assignor and Assignee to the extent such prior license agreements relate to any of the Marks and/or Works and/or Data and/or other intellectual property referenced in this Agreement.

8. **Documentation of Assignments.** At Assignee's written request and expense, Assignor will provide the Assignee with whatever documents and other support that may be reasonably required to support, record, enforce, document and complete the Assignor's assignment, conveyance, transfer and quitclaim of all of Assignor's owned copyrights in and to the Data, the Works and the Future Identified Works, all of Assignor's right (including, but not limited to, all common law rights), title and interest in and to the Marks and the Future Identified Marks, including, but not limited to, all of Assignor's attendant good will in and to the Marks and the Future Identified Marks. Assignee hereby assumes and takes on all expenses and other costs associated with recording, registering, transferring and notifying with or of any governmental or other official body or agency of any assignment, conveyance, transfer, and quitclaim of Assignor's owned copyrights in and to the Works and the Future Identified Works, all of Assignor's right (including, but not limited to, all common law rights), title and interest in and to the Marks and the Future Identified Marks, including, but not limited to, all of Assignor's attendant good will in and to the Marks and the Future Identified Marks.

9. **No Warranties or Representations.** Assignor makes and provides no representations or warranties of any kind with respect to the validity, value, scope, coverage, usability, registerability, history, enforceability, assignability, transferability, licensability, legal status, strength or Assignor's ownership, use, non-use, non-enforcement, enforcement, licensing, or other of Assignor's activities, inactivity, history or decisions, or lack thereof, regarding or otherwise relating to any of the Data, Works, Future Identified Works, Marks, Future Identified Marks or of any intellectual property embodied in or by the Data, Works, Future Identified Works, Marks or Future Identified Marks. Assignee hereby assumes all responsibility, cost and liability for use or other activity by Assignee relating to or otherwise involving any of the Data, Works, Future Identified Works, Marks and Future Identified Marks.

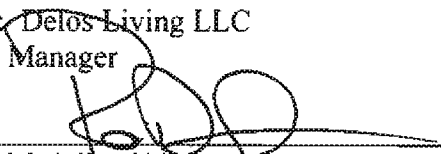
10. **Enforceability.** In the event any provision or clause of this Agreement shall be determined by a court of competent jurisdiction to be invalid or otherwise unenforceable for any reason, the same shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect in accordance with its terms.

11. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws. Any civil action or other legal proceeding arising out of or in any way related to this Agreement shall be brought in the state or federal courts located in the County, City and State of

IN WITNESS WHEREOF, the Parties have executed this Agreement, and this Agreement is effective, as of the Effective Date.

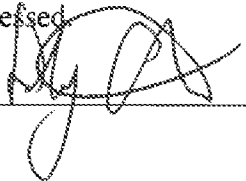
Delos Hospitality LLC (Assignor)

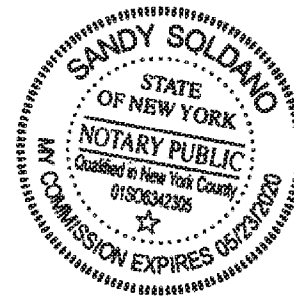
By: ~~Delos Living LLC~~
Its: ~~Manager~~


Paul Scialla, Chief Executive Officer of Delos Living LLC


STATE OF NEW YORK
SS.:
COUNTY OF NEW YORK

Before me this Sept 17, 2018, personally appeared Paul Scialla, to me known to be the person who is described in and who executed the foregoing Agreement and acknowledged to me that he executed the same of his or her own free will for the purpose therein expressed.



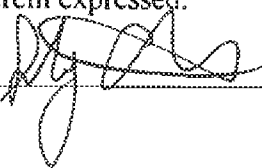


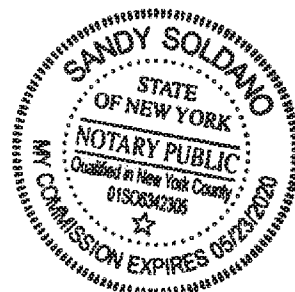
Delos Living LLC (Assignee)


By: Peter Scialla
Title: Chief Operating Officer

STATE OF NEW YORK
SS.:
COUNTY OF NEW YORK

Before me this Sept 17, 2018, personally appeared Peter Scialla to me known to be the person who is described in and who executed the foregoing Agreement and acknowledged to me that he or she executed the same of his or her own free will for the purpose therein expressed.





New York, and the Parties hereby expressly agree to said forum and waive any defense of lack of personal jurisdiction, *forum non conveniens* or lack of venue.

12. **General Provisions.** This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto, and their respective successors and assigns. Neither Party shall assign any of its rights or obligations hereunder without the prior consent of the other Party; provided, however, consent shall not be required in connection with an assignment to a successor of a Party, whether by reorganization, consolidation, sale of assets or otherwise as long as such assignee assumes all obligations hereunder. No amendment or subsequent addition to this Agreement, and no representations, agreement, consent, permission, acceptances or grant or modification of any right or obligation in connection herewith shall be effective unless made in a writing duly executed by all of the Parties. No oral agreement or representation subsequently made by the Parties, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Party's obligations pursuant to this Agreement.

[Signatures follow]

Schedule 1
Works

In addition to the items listed or described below in this Schedule, the Works include all prior, similar and other versions of these items (including but not limited to all derivative works of these items and all prior, similar and other versions in all formats (e.g., Word, Excel, PowerPoint, PDF, jpeg) of any of these items) created on or before the Effective Date and in or for which Assignor owns any copyright.

1. All Marks listed or described in Schedule 2 in which Assignor owns any copyright. For purposes of clarity, the Assignor is not assigning any copyright in any trademarks or service marks other than the copyrights in the Marks specifically listed or described in Schedule 2 and in any Future Identified Marks.

2. All documents, materials or other copyright protected content or work in any form (e.g., electronic, physical) or format (e.g., image, video, photograph, artwork, computer software, drawing, written content) in which Assignor owns any copyright including, but not limited to, those documents, materials or other copyright protected content or work that are listed or described in the following table. For purposes of clarity, the Assignor is not assigning any copyright in or to any trademarks or service marks that may be included or used in these documents, videos and other copyright protected content and materials other than the copyrights owned by Assignor in the Marks specifically listed or described in Schedule 2 and in any Future Identified Marks.

No	Name or Description of Work
1	Prior and current versions of videos, films, images, photographs, art works, pictures, illustrations, diagrams, contracts, proposals, music, songs, drawings, marketing and promotion related content, written content, data, software, mobile applications, designs, pamphlets, brochures, cards, leaflets, catalogs, presentations, reports, books, program guides, analysis, booklets, fliers, signs, banners, emails, files, folders, training materials, sales sheets, FAQ papers, STAY WELL concept and programming materials, menus, overlays, door knob cards, comment cards, stickers, web site content, other documents, and other materials in electronic, physical or other format wherein Assignor owns copyright rights embodied in or by such videos, films, images, photographs, art works, pictures, illustrations, diagrams, contracts, proposals, music, songs, drawings, marketing and promotion related content, written content, computer software, mobile applications, designs, pamphlets, brochures, cards, leaflets, catalogs, program guides, presentations, reports, books, analysis, booklets, fliers, signs, banners, emails, files, folders, training materials, sales sheets, FAQ papers, STAY WELL concept and programming, materials, menus, overlays, door knob cards, comment cards, stickers, web site content, other

	documents, and other materials as of the Effective Date.
2	Material in any form or format, wherein such material embodies or includes copyright protected content or portions, and wherein such copyright in such content or portions is owned by Assignor as of the Effective Date.
3	STAY WELL REJUVENATING SLEEP IN PROGRESS PRIVACY PLEASE doorknob card
4	STAY WELL THIS REMOTE HAS BEEN CLEANED USING STAY WELL CLEANING PROTOCOLS sticker
5	STAY WELL MEETINGS TALKING POINTS 2017 card
6	STAY WELL MEETINGS card
7	JiYO Jiyo your personal wellbeing companion card
8	STAY WELL APP DOWNLOAD INSTRUCTIONS card
9	STAY WELL MEETINGS MGM GRAND booklet
10	STAY WELL MEETINGS PROCUREMENT AND MAINTENANCE PROTOCOL sheet
11	STAY WELL NUTRITIOUS MENU card
12	STAY WELL APPROVED GRAB AND GO PROGRAM & PROCESS FOR APPROVAL brochure
13	CLEVELAND CLINIC Wellness sheet
14	STAY WELL STAY WELL MOBILE sheet
15	STAY WELL comment card
16	STAY WELL in room guide pamphlet
17	STAY WELL STAY WELL FEATURES card
18	STAY WELL PROCUREMENT AND MAINTENANCE PROTOCOL sheet
19	STAY WELL PROPERTY OUTLINE FOR PROCUREMENT & INSTALLATION 2018 sheet
20	STAY WELL FEATURE WARRANTIES sheet
21	STAY WELL FRONTDESK TRAINING sheet
22	STAY WELL HOUSEKEEPING TRAINING sheet
23	STAY WELL MASTER PROGRAM GUIDE booklet
24	STAY WELL FREQUENTLY ASKED QUESTIONS sheet
25	STAY WELL FEATURES & PROGRAMMING booklet
26	STAY WELL PORTFOLIO OF PROPERTIES sheet
27	STAY WELL PORTFOLIO OF PROPERTIES 2018 booklet
28	STAY WELL TRANSFORMING THE HOTEL ROOM EXPERIENCE sheet
29	STAY WELL TRANSFORMING HOSPITALITY booklet
30	STAY WELL THE FINANCIAL AND MARKET IMPACTS OF WELLNESS INSPIRED GUEST ROOMS ON HOTEL PERFORMANCE AN EXPLORATORY ANALYSIS OF A NEW SERVICE INNOVATION sheet
31	STAY WELL ROOMS ANALYSIS FINAL REPORT sheet
32	STAY WELL ROOMS ANALYSIS FINAL REPORT booklet

33	NAAVA STAY WELL card
34	WYNDHAM STAY WELL card
35	WYNDHAM STAY WELL TALKING POINTS 2018 card
36	WYNDHAM STAY WELL FEEDBACK ON YOUR WELLNESS JOURNEY card
37	WYNDHAM STAY WLL brochure
38	FOUR SEASONS WELLNESS REPORT TALKING POINTS 2017 card
39	FOUR SEASONS FEEDBACK ON YOUR WELLNESS JOURNEY comment card
40	FOUR SEASONS HOTEL LOS ANGELES AT BEVERLY HILLS Wellness Rooms Programmed by Delos brochure
41	FOUR SEASONS eat well live well Wellness Rooms Programmed by Delos menu sheet
42	JIYO Jiyo your personal wellbeing companion card
43	FOUR SEASONS HOTEL LOS ANGELES AT BEVERLY HILLS THIS REMOTE HAS BEEN CLEANED USING STAY WELL CLEANING PROTOCOLS sticker
44	FOUR SEASONS HOTEL LOS ANGELES AT BEVERLY HILLS WELLNESS Programming by Delos A FOUR SEASONS WELLNESS EXPERIENCE A MINDFUL LIFESTYLE ON THE ROAD card
45	FOUR SEASONS HOTEL LOS ANGELES AT BEVERLY HILLS WELLNESS Programming by Delos FRONT DESK TRAINING card
46	FOUR SEASONS HOTEL LOS ANGELES AT BEVERLY HILLS WELLNESS Programming by Delos HOUSEKEEPING TRAINING card
47	STAY WELL PARK MGM card
48	STAY WELL MARKETING CAPABILITIES GUIDE 2017
49	STAY WELL MEETINGS BY DELOS Program & Features Guide
50	STAY WELL MGM GRAND TALKING POINTS FOR E-TRAY & RETAIL PROGRAM card
51	STAY WELL MEETINGS MEETINGS PROGRAM 2017
52	STAY WELL AT MGM GRAND renewal remedies brochure
53	DELOS LIVING Building Wellness cd and brochure
54	STAY WELL BY DELOS folder
55	MARRIOTT CHARLOTTE CITY CENTER CHARLOTTE, NC STAY WELL brochure
56	STAY WELL Christmas card
57	Software and content for and in the StayWell Health & Fitness mobile application
58	Software and content for and in the Staywell Health & Fitness mobile application
59	Software and content for and in the Stay Well MGM Grand mobile application
60	Software and content for and in the Stay Well Park MGM mobile application
61	Software and content for and in the Stay Well Meetings mobile application
62	Software and content for and in the Stay Well Mirage mobile application
63	Software and content for and in the Stay Well Tampa Marriott mobile application
64	Software and content for and in the Stay Well Home The Legacy at Drexel Arms mobile application

65	How to Wake Well video for Marriott Properties
66	Morning Meditation video for Marriott Properties
67	How to Sleep Well video for Marriott Properties
68	Evening Meditation video for Marriott Properties
69	Elevator/How to Stay Well video for Atlanta Marriott Marquis
70	Elevator/ In-Room/ How to Stay Well video for Charlotte Marriott City Center
71	iPad / In-Room / How to Stay Well video for Tampa Marriott Waterside
72	iPad / In-Room / How to Stay Well video for Richmond Marriott Short Pump
73	iPad / In-Room / How to Stay Well video for Courtyard Marriott Orlando Lake Nona
74	iPad / In-Room / How to Stay Well video for Residence Inn Marriott Orlando Lake Nona
75	Morning Meditation video for MGMRI Properties
76	Evening Meditation video for MGMRI Properties
77	Lobby Video for MGM Grand
78	Air Purification feature clip for MGM Grand
79	Aromatherapy feature clip for MGM Grand
80	Shower feature clip for MGM Grand
81	Stay Well MGM video for MGM Grand
82	Retail video for MGM Grand
83	Stay Well Meetings Deepak Chopra Welcome MGM Grand video
84	Generic Video for Mirage
85	Studio 4-D video
86	Cleveland Clinic Sleep Video with Dr. Michael Roisen
87	Content and materials provided at or on www.staywellshop.com

Schedule 2
Marks

1. To the full extent that Assignor has any right (including, but not limited to, any common law rights), title or interest, and any attendant good will, in or to them anywhere in the world as of the Effective Date, the Marks include, but are not limited to, Assignor's owned right (including, but not limited to, all common law rights), title and interest, and all attendant good will, as of the Effective Date in and to the name, word, phrase, character, symbol, design, likeness, stylization, and visual representation of the following trademarks and service marks and any and all combinations of them:

STAY WELL, STAY WELL BY DELOS, STAY WELL MEETINGS, WELL SIGNATURE, WELL SIGNATURE SUITES, WELL SIGNATURE SUITES POWERED BY DELOS, DELOS SIGNATURE, DELOS SIGNATURE WELLNESS, SIGNATURE WELLNESS, RESTORATIVE HOSPITALITY, STAY WELL AT SEA, STAY WELL @ SEA, STAY WELL HOME, STAY WELL HOTEL ROOMS, STAY WELL HOTEL, THE NEW DEFINITION OF LIVING WELL, WELL PREMIER, WELLNESS PREMIER, DELOS SIGNATURE WELLNESS, WELL INFORMED, WELL STORIES, STAY WELL SHOP, DELOS HOSPITALITY, DELOS MERCHANDISING, DELOS, BY DELOS, PROGRAMMING BY DELOS, PROGRAMMED BY DELOS, WELLNESS BY DELOS

STAY  WELL™

STAY  WELL™
..... BY DELOS™

..... 

WELL SIGNATURE


STAY  WELL™ SHOP









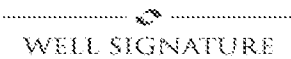
For the avoidance of doubt, the all capital format used above is not intended to limit and does not limit the trademarks and service marks being referred to and all variations in font, capitalization, design and other stylization of the trademarks and service marks listed above in this Schedule are included to the full extent that Assignor owns any right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to such variations

2. To the full extent that Assignor has any right (including, but not limited to, any common law rights), title or interest, and any attendant good will, in or to them anywhere in the world as of the Effective Date, the Marks include, but are not limited to, Assignor's owned rights (including, but not limited to, all common law rights), title and interest, and all attendant good will, as of the Effective Date in the following applications and registrations for trademarks and service marks, including, but not limited to, all abandoned, cancelled or otherwise terminated applications or registrations:

U.S. MARK	U.S. SER. NO. OR REG. NO.
DELOS SIGNATURE WELLNESS	87196457
DELOS SIGNATURE	87196405
RESTORATIVE HOSPITALITY	86577849
STAY WELL	4,385,424
STAY WELL	4,365,984
STAY WELL	85761033
STAY WELL	87438909
STAY WELL	4,773,401
STAY WELL	86065683
STAY WELL	4,744,669
STAY WELL	86413200
STAY WELL	4,878,450
STAY WELL	4927420
STAY  WELL	4927421

	<p>86097731</p>
	<p>4,787,514</p>
<p>STAY WELL @</p>	<p>86065689</p>
<p>STAY WELL AT</p>	<p>85696842</p>
<p>STAY WELL BY DELOS</p>	<p>4,475,805</p>
<p>STAY WELL BY DELOS</p>	<p>85761050</p>
<p>STAY WELL BY DELOS</p>	<p>87255656</p>
<p>STAY WELL BY DELOS</p>	<p>86065722</p>

	86097756
	4,801,260
STAY WELL HOME	86164973
STAY WELL HOME	4,833,831
STAY WELL HOTEL ROOMS	4,498,870
STAY WELL HOTEL ROOMS	4,385,436
STAY WELL MEETINGS	86174108
STAY WELL MEETINGS	4,787,512
STAY WELL SIGNATURE	85938078
THE NEW DEFINITION OF LIVING WELL	87150537
WELL PREMIER	87150492
WELL SIGNATURE	4,721,302
WELL SIGNATURE	86277271
WELL SIGNATURE	86277114

WELL SIGNATURE	87626175
	4,721,303
	86280783
WELL SIGNATURE SUITES	4,587,856
WELL SIGNATURE SUITES POWERED BY DELOS	4,571,674

NON-U.S. MARKS		
MARK	COUNTRY	SER. NO., APP. NO., OR REG. NO.
STAY WELL	Australia (WIPO)	1247758 AU: 1695032
STAY WELL	Brazil	909202788 909202818
STAY WELL	Canada	1,721,902
STAY WELL	China (WIPO)	1247758
STAY WELL	CTM/Europe (WIPO)	1247758
STAY WELL	India (WIPO)	1247758

STAY WELL	Japan (WIPO)	1247758
STAY WELL	Macau	N/97996 N/97997
STAY WELL	Mexico (WIPO)	1247758
STAY WELL	Russia (WIPO)	1247758
STAY WELL	Singapore (WIPO)	1247758
STAY WELL	Switzerland (WIPO)	1247758
STAY WELL	Korea (WIPO)	1183285
STAY WELL	CTM/Europe	11488145
STAY WELL	China	12146341 12146342 12146343 12146344
STAY WELL	Brazil	840499060
STAY WELL	Brazil	840499078
STAY WELL	Brazil	840499086
STAY WELL	Brazil	840499094
STAY WELL	Macau	N/75204 - N/75207
STAY WELL	India (WIPO)	1174740
STAY WELL	India (WIPO)	1182619
STAY WELL	United Arab Emirates	245183 245196 245192 245199
STAY WELL	Canada	TMA953,864
STAY WELL	Canada	TMA953,875
STAY WELL	Australia (WIPO)	1257075
STAY WELL	Brazil	909,504,261
STAY WELL	Canada	1,731,367
STAY WELL	China (WIPO)	1257075
STAY WELL	CTM/Europe (WIPO)	1257075
STAY WELL	Japan (WIPO)	1257075
STAY WELL	Macau	N/100603

STAY WELL	Malaysia	2,015,058,787
STAY WELL	Mexico (WIPO)	1257075
STAY WELL	Norway (WIPO)	1257075
STAY WELL	Singapore (WIPO)	1257075
STAY WELL	Switzerland (WIPO)	1257075

Schedule 3
Confirmatory Assignment Document for Future Identified Work

CONFIRMATORY COPYRIGHT ASSIGNMENT

This CONFIRMATORY COPYRIGHT ASSIGNMENT (this “Confirmatory Agreement”) is made and entered into, and is effective, as of _____, 2__ (the “Later Date”), by and between Delos Hospitality LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal office at 860 Washington Street, 4th Floor, New York, NY, 10014 (hereinafter referred to as “Assignor”) and Delos Living LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal office at 860 Washington Street, 4th Floor, New York, NY, 10014, (hereinafter referred to as “Assignee”) (also separately referred to as a “Party” and jointly referred to as the “Parties”).

WHEREAS, pursuant to an Intellectual Property and Data Assignment Agreement executed by and between Assignee and Assignor (the “Prior Agreement”), having an Effective Date of January 26, 2018, the Assignor did irrevocably assign, transfer, convey and quitclaim to Assignee all of Assignor’s owned copyrights in and to Future Identified Works.

WHEREAS, the Parties have identified one or more works listed or described in Exhibit A and have mutually agreed that such one or more works listed or described in Exhibit A should be identified and considered as Future Identified Work(s) pursuant to the Prior Agreement.

WHEREAS, the Parties wish to confirm Assignor’s prior assignment, conveyance, transfer and quitclaim to the Assignee as of the Effective Date of the Prior Agreement all of Assignor’s owned copyrights in and to the Future Identified Work(s) listed or described in Exhibit A.

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

1. **Definitions.** All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Prior Agreement.
2. **Confirmation of Prior Assignment.** The Assignor hereby confirms having previously irrevocably assigned, conveyed, transferred and quitclaimed to the Assignee as of the Effective Date of the Prior Agreement all of Assignor’s owned copyrights in and to the Future Identified Work(s) listed or described in Exhibit A hereto, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of such Future Identified Work(s) listed or described in Exhibit A whether occurring before, on or after the Effective Date of the Prior Agreement. To the extent that any of Assignor’s owned copyrights in and to any Future Identified Work(s) listed or described in Exhibit A is not, by operation of law, assigned, conveyed, transferred and quitclaimed to Assignee in or under the Prior Agreement, Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of such Assignor’s owned copyrights in and to such Future Identified Work(s) listed or described in Exhibit A, including the right to bring, make,

oppose, defend, and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of such Future Identified Work(s) listed or described in Exhibit A, whether occurring before, on or after the Effective Date of the Prior Agreement or before, on or after the Later Date of this Confirmatory Agreement.

3. **Governing Law**. This Confirmatory Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws. Any civil action or other legal proceeding arising out of or in any way related to this Confirmatory Agreement shall be brought in the state or federal courts located in the County, City and State of New York, and the Parties hereby expressly agree to said forum and waive any defense of lack of personal jurisdiction, *forum non conveniens* or lack of venue.

IN WITNESS WHEREOF, the Parties have executed this Confirmatory Agreement, and this Confirmatory Agreement is effective, as of the Later Date.

[signature page follows]

Delos Hospitality LLC (Assignor)

By: Delos Living LLC
Its: Manager

Paul Scialla, Chief Executive Officer of Delos Living LLC

STATE OF NEW YORK
SS.:
COUNTY OF NEW YORK

Before me this _____, _____, personally appeared _____, to me known to be the person who is described in and who executed the foregoing Agreement and acknowledged to me that he or she executed the same of his or her own free will for the purpose therein expressed.

Delos Living LLC (Assignee)

By: Peter Scialla
Title: Chief Operating Officer

STATE OF NEW YORK
SS.:
COUNTY OF NEW YORK

Before me this _____, _____, personally appeared _____, to me known to be the person who is described in and who executed the foregoing Agreement and acknowledged to me that he or she executed the same of his or her own free will for the purpose therein expressed.

Exhibit A
Future Identified Work(s)

Schedule 4
Confirmatory Assignment Document for Future Identified Mark

CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (this “Confirmatory Agreement”) is made and entered into, and is effective, as of _____, 2___ (the “Later Date”), by and between Delos Hospitality LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal office at 860 Washington Street, 4th Floor, New York, NY, 10014 (hereinafter referred to as “Assignor”) and Delos Living LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal office at 860 Washington Street, 4th Floor, New York, NY, 10014, (hereinafter referred to as “Assignee”) (also separately referred to as a “Party” and jointly referred to as the “Parties”).

WHEREAS, pursuant to an Intellectual Property and Data Assignment Agreement executed by and between Assignee and Assignor (the “Prior Agreement”), having an Effective Date of January 26, 2018, the Assignor did irrevocably assign, transfer, convey and quitclaim to Assignee all of Assignor’s right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to Future Identified Marks.

WHEREAS, the Parties have identified one or more trademarks and/or service marks listed or described in Exhibit A and have mutually agreed that such one or more trademarks and/or service marks listed or described in Exhibit A should be identified and considered as Future Identified Mark(s) pursuant to the Prior Agreement.

WHEREAS, the Parties wish to confirm Assignor’s prior assignment, conveyance, transfer and quitclaim to the Assignee as of the Effective Date of the Prior Agreement all of Assignor’s right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to the Future Identified Mark(s) listed or described in Exhibit A.

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

- 1. Definitions.** All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Prior Agreement.
- 2. Confirmation of Prior Assignment.** The Assignor hereby confirms having previously irrevocably assigned, conveyed, transferred and quitclaimed to the Assignee as of the Effective Date of the Prior Agreement all of Assignor’s right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to the Future Identified Marks listed or described in Exhibit A hereto, including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Future Identified Mark(s) listed or described in Exhibit A whether occurring before, on or after the Effective Date of the Prior Agreement. To the extent that any of Assignor’s right (including, but not limited to, all common law rights) title and interest, and attendant good will, in and to

any Future Identified Mark(s) listed or described in Exhibit A is not, by operation of law, assigned, conveyed, transferred and quitclaimed to Assignee in or under the Prior Agreement, Assignor hereby irrevocably assigns, conveys, transfers and quitclaims to Assignee all of such Assignor's right (including, but not limited to, all common law rights), title and interest, and all attendant good will, in and to such Future Identified Mark(s) listed or described in Exhibit A, including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of such Future Identified Mark(s) listed or described in Exhibit A, whether occurring before, on or after the Effective Date of the Prior Agreement or before, on or after the Later Date of this Confirmatory Agreement.

3. Governing Law. This Confirmatory Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws. Any civil action or other legal proceeding arising out of or in any way related to this Confirmatory Agreement shall be brought in the state or federal courts located in the County, City and State of New York, and the Parties hereby expressly agree to said forum and waive any defense of lack of personal jurisdiction, *forum non conveniens* or lack of venue.

IN WITNESS WHEREOF, the Parties have executed this Confirmatory Agreement, and this Confirmatory Agreement is effective, as of the Later Date.

[signature page follows]

Delos Hospitality LLC (Assignor)

By: Delos Living LLC
Its: Manager

Paul Scialla, Chief Executive Officer of Delos Living LLC

STATE OF NEW YORK
SS.:
COUNTY OF NEW YORK

Before me this _____, _____, personally appeared _____, to me known to be the person who is described in and who executed the foregoing Agreement and acknowledged to me that he or she executed the same of his or her own free will for the purpose therein expressed.

Delos Living LLC (Assignee)

By: Peter Scialla
Title: Chief Operating Officer

STATE OF NEW YORK
SS.:
COUNTY OF NEW YORK

Before me this _____, _____, personally appeared _____, to me known to be the person who is described in and who executed the foregoing Agreement and acknowledged to me that he or she executed the same of his or her own free will for the purpose therein expressed.
