

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TENNESSEAN, LLC		01/31/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	RB TENNESSEAN LLC		
Street Address:	4100 Regent Street		
Internal Address:	Suite G		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87904930	THE TENNESSEAN PERSONAL LUXURY HOTEL	
Serial Number:	87904898	THE TENNESSEAN PERSONAL LUXURY HOTEL	
Serial Number:	87904831	THE TENNESSEAN	
Registration Number:	5242026	THE TENNESSEAN	
Registration Number:	4683036	THE TENNESSEAN	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337700		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell mccaskill		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial center		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	02/05/2019		

CH \$140.00 87904930

Total Attachments: 5

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Prepared By:
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
Attention: Catherine E. Morgen, Esq.
(404) 504-7745

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into on this January 31, 2019, by and between THE TENNESSEAN, LLC, a Tennessee limited liability company (the "Assignor"), and RB TENNESSEAN LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, in connection with the assignment of certain assets to Assignee by Assignor, as contemplated by and pursuant to that certain Assignment and Assumption Agreement of even date herewith, by and between Assignor and Assignee (the "Agreement"), all trademarks owned by Assignor are to be transferred to Assignee, including, without limitation, the trademarks, trademark applications, and trademark registrations identified in Schedule A attached herein (the "Assigned Trademarks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Assigned Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to the Assigned Trademarks, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned Trademarks, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned Trademarks, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment,

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including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned Trademarks hereunder and, if appropriate, to assure that the transfer of the Assigned Trademarks is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has, and shall instruct its attorneys and agents who maintain and prosecute the Assigned Trademarks to, at the cost and expense of the Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned Trademarks in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned Trademarks.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Tennessee, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.


[Signatures Appear on Following Page]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

THE TENNESSEAN, LLC,
a Tennessee limited liability company

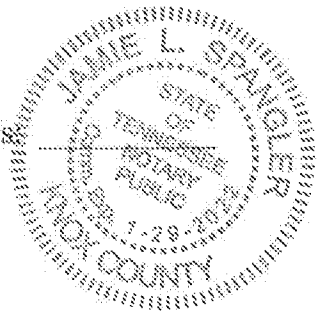
By: 
Name: Nicholas G. Cazana
Title: President

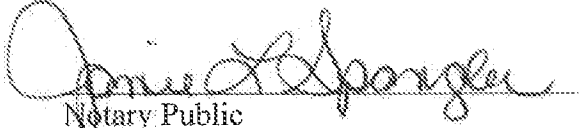
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared **Nicholas G. Cazana**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **THE TENNESSEAN, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such President executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 25th day of January, 2019.

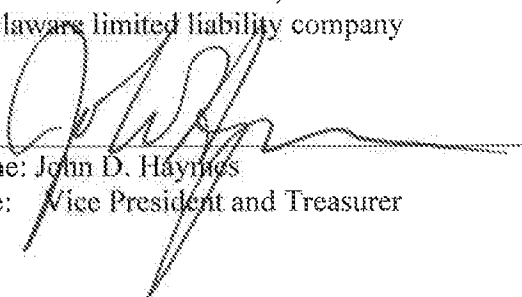
My commission expires:




Notary Public

ASSIGNEE:

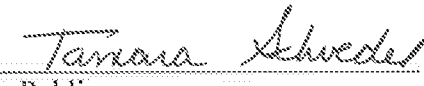
RB TENNESSEAN LLC,
a Delaware limited liability company

By: 
Name: John D. Haymes
Title: Vice President and Treasurer

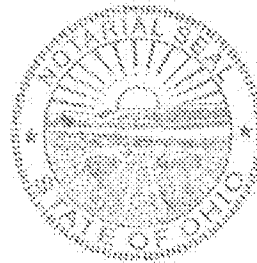
STATE OF OHIO
COUNTY OF FRANKLIN

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared **John D. Haymes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President and Treasurer of **RB TENNESSEAN LLC**, the within named bargainor, a Delaware limited liability company, and that he as such Vice President and Treasurer executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 28 day of January, 2019.


Notary Public



My commission expires: 09-29-2019



Tamara Schoedel
Notary Public, State of Ohio
My Commission Expires 09-29-2019

SCHEDULE A

Assigned Trademarks

MARK	SERIAL / REG. NO.	FILING / REGISTRATION DATE	JURISDICTION
 THE TENNESSEAN PERSONAL LUXURY HOTEL	87/904,930 N/A	May 2, 2018 N/A	United States
 THE TENNESSEAN PERSONAL LUXURY HOTEL	87/904,898 N/A	May 2, 2018 N/A	United States
 THE TENNESSEAN	87/904,831 N/A	May 2, 2018 N/A	United States
 THE TENNESSEAN	86/675,425 5,242,026	June 26, 2015 July 11, 2017	United States
THE TENNESSEAN	86/276,954 4,683,036	May 9, 2014 February 3, 2015	United States