

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537700

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/15/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orchid Hotel Partners, LLC		05/15/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maps Hotels and Resorts Hawaii 1 LLC		
<b>Street Address:</b>	1 North Kaniku Dr.		
<b>City:</b>	Kohala Coast		
<b>State/Country:</b>	HAWAII		
<b>Postal Code:</b>	96743		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2458945	THE ORCHID AT MAUNA LANI	
<b>Registration Number:</b>	2277933		
<b>Registration Number:</b>	2537962	THE ORCHID AT MAUNA LANI ISLAND OF HAWAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	98358-00004		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	08/22/2019		
<b>Total Attachments: 4</b>			

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**ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND COPYRIGHTS**

WHEREAS, Orchid Hotel Partners, LLC, a Delaware limited liability company (“Assignor”) is the owner of the following trademarks listed in the below schedule (hereinafter, the “Trademarks”):

TRADEMARK	REGISTRATION NO.
1. THE ORCHID AT MAUNA LANI	2,458,945
2. Miscellaneous Design (Man with Net Design)	2,277,933
3. THE ORCHID AT MAUNA LANI ISLAND OF HAWAI’I and Design	2,537,962

WHEREAS, Maps Hotels and Resorts Hawaii 1 LLC, a Delaware limited liability company, (“Assignee”), is acquiring Assignor’s right, title and interest in said Trademarks and all associated goodwill in the Trademarks, effective as of May 15, 2015 (the “Effective Date”).

WHEREAS, Assignee is acquiring Assignor’s right, title and interest, if any, in copyrights in the designs associated with the Trademarks listed as items 2 and 3 above, including the copyright registrations therefor, if any, and all common law rights therein (“Copyrights”) effective as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Assignment and Assumption of Trademarks and Copyrights (“Agreement”) agree as follows:

1. Conveyance of Trademark. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, effective as of the Effective Date, all of Assignor’s right, title and interest in and to the Trademarks and the above-named registrations therefor, together with the goodwill of the business symbolized by the Trademarks, and with all claims and causes of action arising out of or relating to the use or ownership of the Trademarks, and Assignee hereby confirms Assignee’s assumption of the foregoing as of the Effective Date.

2. Conveyance of Copyrights.

2.1 Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, effective as of the Effective Date, all of Assignor’s worldwide right, title and interest in, to and under the Copyrights, if any, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney’s fees and expenses) or lost profits in connection therewith, and including all renewal rights thereto and extensions thereof, and the right to exercise such rights in all media and by any manner and means now known or hereafter devised, throughout the world.

2.2 To the extent, if any, that, notwithstanding this Agreement, Assignor retains any rights with respect to the Copyrights (including without limitation any “moral rights”), Assignor agrees to waive and not to assert such rights, and has agreed that the Assignee (including its

successors and assigns, and its and their licensees and sublicensees) may modify all or any portion of the Copyrights, including, without limitation, the making of additions to or deletions from the Copyrights, regardless of the medium (now or hereafter known) into which the Copyrights may be modified and regardless of the effect of such modifications on the integrity of the Copyrights.

3. Representations and Warranties. Assignor represents and warrants to Assignee that it has not previously assigned its interest in the Trademarks to any other party.

4. Attorney-In-Fact. Assignor, hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights to the Trademarks and Copyrights set forth in this Agreement and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of the Trademarks to the Effective Date of this Agreement. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective as of the Effective Date when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

*[Signatures on following page]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

**ASSIGNOR:**

**ORCHID HOTEL PARTNERS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Michael Rosenfeld

Title: Authorized Representative

**ASSIGNEE:**

**MAPS HOTELS AND RESORTS HAWAII 1 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Seung Geon Kim

Title: President

