

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Holy City Hospitality, LLC		10/17/2019	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Library Associates, LLC		
<b>Street Address:</b>	PO Box 1707		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29402		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87890159	HOTEL BENNETT	
<b>Registration Number:</b>	5810215	HOTEL BENNETT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8572873101		
<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>	857-287-3150		
<b>Email:</b>	trademarksrtp@wbd-us.com		
<b>Correspondent Name:</b>	Sarah Anne Keefe		
<b>Address Line 1:</b>	470 Atlantic Avenue, Suite 600		
<b>Address Line 2:</b>	Independence Wharf		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>NAME OF SUBMITTER:</b>	Sarah Anne Keefe		
<b>SIGNATURE:</b>	/sarahannekeefe/		
<b>DATE SIGNED:</b>	11/07/2019		
<b>Total Attachments: 2</b>			
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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of October 17, 2019, is between Holy City Hospitality, LLC, a South Carolina limited liability company with an address of 39 John Street, Charleston, South Carolina 29403 ("Assignor"), and Library Associates, LLC, a South Carolina limited liability company with an address of P.O. Box 1707, Charleston, South Carolina 29402 ("Assignee"), with reference to the facts and circumstances set forth below. The Assignment is effective upon execution by Assignor and Assignee.

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related trademark application and registration identified in **Exhibit A** attached hereto (the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks; and WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee;

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

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.
3. This Assignment may be executed in any number of counterparts and signatures may be delivered by electronic mail in portable document format (PDF), each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

Holy City Hospitality, LLC

Library Associates, LLC

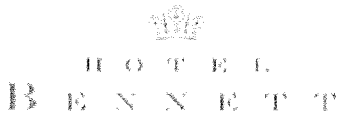
By:  \_\_\_\_\_

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

Its: Counsel, Development Team

Its: Counsel, Development Team

**EXHIBIT A**  
**UNITED STATES TRADEMARKS**

<b>Trademark</b>	<b>Registration No. (Serial No.)</b>	<b>Issue Date (Application Date)</b>
HOTEL BENNETT	5,810,215	July 23, 2019
HOTEL BENNETT & Design 	(87/890,159 )	(April 24, 2018)