

900524778 11/25/2019

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM550918

<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>
Dallas Crescent Court Hotel, LLC		06/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPIF Crescent Court Hotel, LLC		
<b>Street Address:</b>	777 Main Street, Suite 2260		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2898426	THE CRESCENT CLUB	
Registration Number:	2898428	THE CRESCENT CLUB	
Registration Number:	2898424	THE SPA AT THE CRESCENT	
Registration Number:	2898427	THE SPA AT THE CRESCENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455360		
<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>	2147455172		
<b>Email:</b>	cberryman@winstead.com		
<b>Correspondent Name:</b>	Cathryn Berryman		
<b>Address Line 1:</b>	2728 N. Harwood Street, Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	59164-64		
<b>NAME OF SUBMITTER:</b>	Cathryn Berryman, Texas Bar Member		
<b>SIGNATURE:</b>	/Cathryn A. Berryman/		
<b>DATE SIGNED:</b>	11/25/2019		
<b>Total Attachments: 4</b>			
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CH \$115.00 2898426

source=43\_Trademark\_Assignment\_-\_Dallas\_Crescent\_Hotel\_to\_GPIF#page2.tif

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into this 30<sup>th</sup> day of June, 2016 (the "Effective Date") by and between DALLAS CRESCENT HOTEL LLC, a Delaware limited liability company ("Assignor"), and GPIF CRESCENT COURT HOTEL LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Purchase and Sale Agreement (as amended, the "Agreement") dated as of April 18, 2016, by and between Assignor and Assignee, Assignor has agreed to convey to Assignee certain real and personal property more specifically described in the Agreement; and

WHEREAS, in connection with the closing on the sale pursuant to the Agreement, Assignor has agreed to and wishes to assign to Assignee all of Assignor's right, title, and interest in and to the trademarks listed on Schedule 1 hereto (collectively the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, as-is and without representation or warranty, all of Assignor's right, title, and interest, in and to the Trademarks together with all goodwill of the business connected with the use of and symbolized by the Trademarks and any applications and/or registrations therefor, and any rights to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

**ASSIGNOR:**

**DALLAS CRESCENT HOTEL LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: DANIEL SEIDENBERGER  
Title: VICE PRESIDENT

**ACKNOWLEDGEMENT**

District of Columbia: SS  
Subscribed and sworn to before me, in my presence,  
this 23<sup>rd</sup> day of June, 2016

[Signature]  
Madelin Pellet, Notary Public, D.C.

My commission expires March 14, 2020.

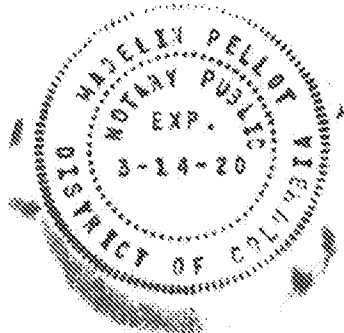
STATE OF \_\_\_\_\_ )  
  ):SS  
COUNTY OF \_\_\_\_\_ )

Be it remembered on this 23<sup>rd</sup> day of June, 2016, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Daniel Seidenberger to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the President of Dallas Crescent Hotel LLC, the assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.

(Notarial Seal)

[Signature]  
Notary Public

My Commission Expires March 14, 2020



MADELIN PELLET  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 14, 2020

[Signatures continue on following page]

Signature Page to Trademark Assignment

720719194 16500629

ASSIGNEE:

GPIF CRESCENT COURT HOTEL LLC,  
a Delaware limited liability company

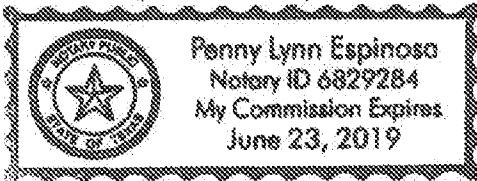
By: [Signature]  
Name: Jason E. Anderson  
Title: Co-Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Texas )  
COUNTY OF Tarrant ) :SS

Be it remembered on this 28th day of June, 2016, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Jason E. Anderson, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the Co-Chief Exec. Officer of GPIF Crescent Court Hotel LLC, the assignee in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said company, by virtue of his/her authority.

(Notarial Seal)



My Commission Expires

[Signature: Penny Lynn Espinosa]  
Notary Public  
06/23/2019

Schedule I

HOTEL CRESCENT COURT  
Texas  
5792917

HOTEL CRESCENT COURT  
Texas  
5793017

THE CRESCENT CLUB  
Texas  
5793117

THE CRESCENT CLUB  
Texas  
5792717

THE CRESCENT CLUB  
US  
2898426

THE CRESCENT CLUB  
US  
2898428

THE SPA AT THE CRESCENT  
Texas  
5792817

THE SPA AT THE CRESCENT  
Texas  
5793217

THE SPA AT THE CRESCENT  
US  
2898424

THE SPA AT THE CRESCENT  
US  
2898427

720719194 16500629