

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587218

<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>
LHO WASHINGTON HOTEL THREE, L.L.C.		09/12/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KWHP DC, LLC		
<b>Street Address:</b>	8700 Trail Lake Drive West		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38125		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3391356	BAR ROUGE	
<b>Registration Number:</b>	2652661	HOTEL ROUGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152482954		
<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>	615-742-7944		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Martha B. Allard		
<b>Address Line 1:</b>	150 3rd Ave. S.		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>ATTORNEY DOCKET NUMBER:</b>	108380.0564		
<b>NAME OF SUBMITTER:</b>	Martha B. Allard		
<b>SIGNATURE:</b>	/Martha B. Allard/		
<b>DATE SIGNED:</b>	07/17/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into by and between **LHO WASHINGTON HOTEL THREE, L.L.C.**, a Delaware limited liability company ("Assignor") with an address of 7315 Wisconsin Avenue, Suite 1100 West, Bethesda, Maryland 20814, and **KWHP DC, LLC**, a Delaware limited liability company ("Assignee"), with an address at c/o KW Central Station, LLC, 8700 Trail Lake Drive West, Suite 300, Memphis, TN 38125, and is effective as of the date of execution below.

### RECITALS

Assignor is the owner of the trademark registrations identified in Exhibit A (the "Trademarks"); and

Assignor, DC Three Lessee, L.L.C., a Delaware corporation, and Assignee have entered into that certain Purchase and Sale Agreement dated as of June 21, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignor, certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### ASSIGNMENT

Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest, if any, in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present GOODWILL associated therewith or symbolized thereby, all registrations that have been granted thereon, including the federal trademark registrations for the same set forth in Exhibit A, all common law rights in connection with any of the foregoing, and registrations, applications, renewal, and extensions of any of the foregoing; any and all rights and privileges provided under the Trademarks and other laws of the United States and the individual states thereof with respect to the Trademarks; together with all income, royalties, damages, claims and payments hereafter payable under and with respect to the Trademarks, and the right to bring suit and collect for past, present, and future infringements thereof.

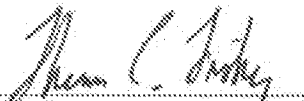
This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date set forth below.

Dated: September 12, 2019

**LHO WASHINGTON HOTEL THREE, LLC,**  
a Delaware limited liability company

By: 

Name: Thomas C. Fisher

Its: Vice President, Secretary and Treasurer

Exhibit A

Trademark/App.No./RegNo.	Country	Status/Status Date	Goods/Services	Owner
<u>BAR ROUGE</u> RN: 3391356 SN: 77216569 Disclaimer: "BAR"	United States (Federal)	Renewed March 4, 2018	(Int'l Class: 43) restaurant and bar services	LHO Washington Hotel Three, LLC (Delaware Limited Liability Company)
<u>HOTEL ROUGE</u> RN: 2652661 SN: 76284103 Disclaimer: "HOTEL"	United States (Federal)	Renewed November 19, 2012	(Int'l Class: 42) hotel services	LHO Washington Hotel Three, LLC (Delaware Limited Liability Company)