

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
44TH STREET HOTEL VENTURE, LP		09/04/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	MCROPP NEW YORK ROYAL44 TENANT LLC		
Street Address:	One World Trade Center		
Internal Address:	Floor 86		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3829913	ROYALTON	
Registration Number:	1974811	ROYALTON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2146615578		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Adam C. Rehm		
Address Line 1:	2950 N. Harwood Street, Suite 2100		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	109769669901		
NAME OF SUBMITTER:	Adam C. Rehm		
SIGNATURE:	/Adam C. Rehm/		
DATE SIGNED:	10/29/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), effective as of September 4, 2020 (the “Effective Date”), is made by and between 44th Street Hotel Venture, L.P., a Delaware limited partnership, located at 870 7th Avenue, 2nd Floor, New York, NY 10019 (“Assignor”), and MCROpp New York Royal44 Tenant LLC, a Delaware limited liability company located at One World Trade Center, Floor 86, New York, NY 10007 (“Assignee”) (each, a “Party” and collectively, the “Parties”).

BACKGROUND

WHEREAS, the Parties have entered into that certain Purchase and Sale Agreement dated July 24, 2020 (as amended, the “Purchase Agreement”; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement.);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign all of Assignor’s right, title and interest in, to and under the Property, including trademark registrations listed on the attached **Schedule A** (herein defined as the “Trademarks”), and the goodwill of the business symbolized thereby and associated therewith, to Assignee, and Assignee desires to acquire all of Assignor’s right, title and interest in, to and under the Trademarks.

TERMS

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

1. **Assignment.** As of the Effective Date, Assignor does hereby assign, transfer, convey and deliver to Assignee, and Assignee hereby receives from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks together with that portion of such 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 common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, and all rights of action accrued under and by virtue thereof, including the right to sue and recover for past, present and future infringement or unconsented use, and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of these suits. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. **Further Action.** The Parties shall take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated

by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office (or the relevant intellectual property registrar of foreign jurisdictions) 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. Assignor acknowledges that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Trademarks (including, without limitation, with any applicable governmental authorities), and for any and all costs, expenses and fees associated therewith.

3. Counterpart Execution. This Assignment may be executed and delivered in any number of original counterparts, each of which when executed shall be deemed to be an original and will be effective on delivery, and all of which together will constitute one and the same binding agreement of Assignor and Assignee. Any signature page of this Assignment may be detached from any executed counterpart of this Assignment without impairing the legal effect of any signatures and may be attached to another counterpart of this Assignment that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

4. Conflict. This Assignment is delivered pursuant to, and is subject to and governed by the express representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement, including, without limitation, the indemnities set forth in Section 8.17 of the Purchase Agreement. This Assignment is only intended to effectuate the sale, transfer and conveyance to Assignee of the Trademarks in accordance with the provisions of the Purchase Agreement, and nothing herein shall expand the rights, covenants, obligations, representations or warranties of Assignor or Assignee (express or implied) beyond what is provided for in the Purchase Agreement, and the terms of this Assignment shall be understood and construed accordingly. To the extent that any provision of this Assignment is inconsistent with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

5. "As Is". Except as expressly provided in the Purchase Agreement, including those representations and warranties of Assignor set forth pursuant to Article IV thereof, which representations and warranties are expressly incorporated herein by this reference, all Trademarks, transferred by this Assignment are transferred in their present condition and state of repair, "AS IS" and "WHERE IS", with all defects and liabilities, latent or apparent.

6. Successors and Assigns. This Assignment shall be binding upon the parties hereto, their successors, assigns and transferees.

7. Governing Law. This Assignment is performable in the State of New York and shall in all respects be governed by and construed in accordance with the substantive federal laws of the United States and the laws of the State of New York, without regard to principles of conflicts of laws.

8. Entire Agreement. This Assignment (including Schedule A attached hereto) together with the Purchase Agreement constitute the complete and final expression of the agreement of the parties relating to the Trademarks and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Trademarks. This Assignment cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Assignment) executed by the party against whom enforcement of the modification or waiver is sought.

[Reminder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by and through their properly authorized signatories as of the date first written above.

ASSIGNOR:

44TH STREET HOTEL VENTURE, L.P.,
a Delaware limited partnership

By: 44th Street Hotel Venture GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: 

Name: Ron J. Hoyl

Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007090 FRAME: 0060

ASSIGNEE:

MCROPP NEW YORK ROYAL44 TENANT LLC,
a Delaware limited liability company

By: 

Name: Kyrn Janney

Title: Authorized Representative

SCHEDULE A

Trademarks

Country	Mark	Application Number	Registration Number
USA	ROYALTON	76/698270	3829913
USA	ROYALTON	74/641687	1974811
United Kingdom	THE ROYALTON HOTEL	2130038	2130038
United Kingdom	ROYALTON	2148931	2148931
United Kingdom	ROYALTON	2168832	2168832
European Union	ROYALTON	000865147	000865147
European Union	ROYALTON	000806752	000806752
Russia	ROYALTON	2008730766	393139
Canada	ROYALTON	1932333	N/A

Schedule A