

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIAMONDROCK NY LEX OWNER, LLC		06/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LEXINGTON HOTEL OWNER LLC		
Street Address:	c/o C-III Capital Partners LLC 6031 Connection Drive		
Internal Address:	Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4385853	LEXINGTON HOTEL	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Heather Schneider		
SIGNATURE:	/Heather Schneider/		
DATE SIGNED:	07/01/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of June 30, 2021 ("Effective Date") by and between DIAMONDROCK NY LEX OWNER, LLC, a Delaware limited liability company ("Assignor"), and LEXINGTON HOTEL OWNER LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of March 24, 2021 by and among Assignor, TWC ISLAND LEX PROPCO LLC, a Delaware limited liability company, and the other Persons party thereto (the "Purchase Agreement"), Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and receive from Assignor, all of Assignor's right, title and interest in, to and under the Property, including but not limited to the Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all Trademarks owned by Seller or its Affiliates and/or agents and transferable by Seller or its Affiliates and/or agents, the Hotel Name, trademarks or trade names, logos and designs used in connection with the Hotel, bar/restaurant, banquet rooms and meeting rooms in and/or about the Hotel, together with the goodwill appurtenant to each of such logos, designs, trademarks and/or trade names and all rights in, to and under all other Trademarks identified or otherwise described on Schedule A (the "Assigned Trademarks"). The Assigned Trademarks shall specifically exclude any trademarks, trade names, logos and designs, if any, owned by Manager.

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

1. Capitalized terms not defined herein shall have the meaning assigned to them in the Purchase Agreement.

2 Assignor on behalf of itself and its Affiliates hereby sells, conveys, assigns, transfers and delivers to Assignee such Assignor's and Affiliates' entire right, title and interest in, to and under, in all jurisdictions, (i) the Trademarks, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (ii) all rights to apply for and obtain registrations, and renewals, for the foregoing, and (iii) all rights of recovery or to assert, file or maintain any action, claim or proceeding relating to infringement, misappropriation, dilution, unauthorized use or other violation of any of the foregoing accruing or occurring at any time prior to, on or after the Effective Date and to all monies and proceeds therefrom ((i) through (iii) collectively, the "Assigned Rights").

3. Assignor and its Affiliates shall cease all use of any Assigned Trademarks as of the Effective Date, including, but not limited to, social media accounts, Internet domain names or other identifiers, any advertising or marketing materials, press releases, and/or public announcements, except to the extent Assignor has received Assignee's express prior written approval, which may be granted or denied in Assignee's sole discretion. From and after the Effective Date, neither Assignor nor any of its Affiliates shall, alone or in concert with others, use,

file, register, seek to register, or take any other action to purport to exercise or establish rights in any trademark, trade name, service mark, domain name, or word (in any language) anywhere in the world that is comprised of, derivative of, a combination with, or otherwise confusingly similar to any trademark included in the Assigned Trademarks.

4. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Property, including but not limited to the Assigned Trademarks, shall be applied as set forth in the Purchase Agreement.

5. At Assignee's written request, Assignor shall take all actions that are required in Assignee's reasonable discretion to vest, effect, record and perfect ownership and possession of the Assigned Trademarks and Assigned Rights with Assignee. Without limiting the generality of the foregoing, Assignor shall cooperate reasonably promptly with Assignee to effect a transfer of all registration, registrar contacts and contact information for the Assigned Trademarks to persons or entities designated by Assignee. In accordance with the Purchase Agreement, Assignor hereby agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignor's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Assigned Rights, at Assignee's expense. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world, provided that Assignee has given Assignor prior notice of the insertion of such further identification.

6. Assignor acknowledges and agrees that Assignee would be damaged irreparably, and in a manner for which monetary damages would not be an adequate remedy, in the event any of the provisions of this Assignment are not performed in accordance with its specific terms or otherwise are breached. Accordingly, Assignor agrees that Assignee shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Assignment and to enforce specifically this Assignment and the terms and provisions hereof in any action instituted in any state and Federal courts, including those located in the City of New York, New York, in addition to any other remedy to which Assignee may be entitled, at law or in equity, and that Assignor agrees to waive any requirements for the securing or posting of any bond or other security in connection with any such remedy.

7. Except as otherwise provided in this Assignment, all notices, demands, requests, consents, approvals and other communications (any of the same a "Notice", herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Assignment, shall be in writing and shall be hand delivered, sent by nationally recognized overnight courier, transmitted by facsimile (with hard copy confirmation by regular mail or nationally recognized overnight courier; provided, that, receipt of a hard copy confirmation by regular mail or nationally recognized overnight courier shall not be required for notice to be

effective) or sent by electronic mail (with hard copy confirmation by regular mail or nationally recognized overnight courier; provided, that, receipt of a hard copy confirmation by regular mail or nationally recognized overnight courier shall not be required for notice to be effective) or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to Assignee, to:

c/o C-III Capital Partners LLC
6031 Connection Drive, Suite 200
Irving, Texas 75039
Attention: Katherine D. Furman

with a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: David Herman, Esq.

If to Assignor, to:

c/o DiamondRock Hospitality Company,
2 Bethesda Metro Center, Suite 1400
Bethesda, Maryland 20814
Attention: Chief Investment Officer

with a copy (which will not constitute notice) to:

c/o DiamondRock Hospitality Company,
2 Bethesda Metro Center, Suite 1400
Bethesda, Maryland 20814
Attention: General Counsel

with a copy (which will not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: David C. Drewes, Esq.

A Notice shall be effective on the earlier of (x) actual receipt or (y) hand delivery, three (3) days after the mailing thereof or the following Business Day after sent by overnight courier, as the case may be. Either party may at any time change the address for Notices to such party by giving a Notice as aforesaid.

8. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto. No waiver by any party hereto of any breach of this Assignment shall be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. No party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other parties, except that Assignee may assign any of its rights and delegate any of its obligations under this Assignment to any Affiliate of Assignee; provided that in each instance Assignee shall be jointly and severally responsible with such assignee for its obligations under this Assignment. Subject to the preceding sentence, this Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Assignment will be construed to give any person other than the parties to this Assignment any legal or equitable right, remedy or claim under or with respect to this Assignment or any provision of this Assignment, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 9. This Assignment and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Assignment and their successors and assigns.

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether electronic, facsimile or otherwise) of this Assignment may be made and relied upon to the same extent as an original. The exchange of copies of this Assignment and of signature pages by facsimile transmission or e-mail or other electronic means (including without limitation .pdf) shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be duly executed by its authorized representative as of the date first set forth above.

“ASSIGNEE”

LEXINGTON HOTEL OWNER LLC

By: *Katherine D. Furman*

Name: Katherine D. Furman

Title: Vice President

“ASSIGNOR”

DIAMONDROCK NY LEX OWNER, LLC

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007343 FRAME: 0696

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be duly executed by its authorized representative as of the date first set forth above.

"ASSIGNEE"

LEXINGTON HOTEL OWNER LLC

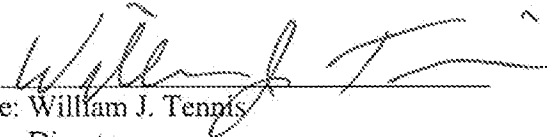
By: _____

Name:

Title:

"ASSIGNOR"

DIAMONDROCK NY LEX OWNER, LLC

By:  _____

Name: William J. Tennis

Title: Director

[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademarks

Mark	Country	Registration No.	Registration Date	Owner
Lexington Hotel	United States of America	4,385,853	August 20, 2013	DIAMONDROCK NY LEX OWNER, LLC

Schedule A