

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Resorts Holdings, LLC		08/24/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Michael A. Flaskey		
Street Address:	5139 Latrobe Drive		
City:	Windermere		
State/Country:	FLORIDA		
Postal Code:	34786		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6225618	MF	
CORRESPONDENCE DATA			
Fax Number:	4074815801		
<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:	14074815813		
Email:	lmlvain@latham luna.com		
Correspondent Name:	Lori T. Milvain		
Address Line 1:	201 S. Orange Ave., Suite 1400		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Lori T. Milvain		
SIGNATURE:	/ltm/		
DATE SIGNED:	08/25/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, effective as of August 20, 2021 (the "Effective Date"), by and between **Diamond Resorts Holdings, LLC**, a Nevada limited liability company having an address at 10600 W. Charleston Blvd., Las Vegas, Nevada 89135 ("Assignor") and **Michael A. Fliskey**, in his personal capacity and with an address at 5139 Latrobe Drive, Windermere, Florida 34786 ("Assignee") (each of Assignor and Assignee a "Party" and collectively the "Parties").

WHEREAS Hilton Grand Vacations Borrower LLC ("HGV Borrower") and certain other parties are parties to a certain Agreement and Plan of Merger, dated March 10, 2021, as amended (the "Merger Agreement"), and for which Section 4.15 of the Disclosure Schedules included the trademark registration of Assignor identified in **Schedule A** attached hereto (collectively, with the identified unregistered trademarks, the "Assigned Trademarks");

WHEREAS Assignor was previously a wholly owned subsidiary of Dakota Holdings, Inc., which, through a series of transactions set forth in the Merger Agreement, merged with and into HGV Borrower, with HGV Borrower as the surviving entity, such that Assignor is now a wholly owned subsidiary of HGV Borrower; and

WHEREAS, Assignor desires to assign, convey, and transfer to Assignee, and Assignee desires to receive from Assignor, all intellectual property rights, title, and interest of Assignor to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's worldwide rights, title, and interest in and to, including all common law, statutory, and other rights to: (i) the Assigned Trademarks, including the goodwill associated with the Assigned Trademarks, and all registrations and applications therefor, together with (ii) all extensions and renewals of the foregoing; (iii) all rights to create and use new trademarks that incorporate or are derived from the Assigned Trademarks; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill associated with the use of, appurtenant to, and symbolized by the foregoing; (vi) all claims and defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution, misappropriation, misuse, or other violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Consideration. As part consideration for the assignment by Assignor, Assignee shall pay to Assignor the sum of US \$100.00 within 3 business days of execution of this Agreement by the Parties.

3. Recordation. Assignor hereby authorizes and requests competent authorities, including, without limitation, the United States Patent and Trademark Office, any non-US governmental trademark office, and any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid,

to record and issue the same to the Assignee, his successors, and assigns, in accordance with the terms of this Trademark Assignment Agreement.

4. Further Actions. Assignor shall, and shall cause its affiliates, and their respective officers, directors and employees to, promptly execute and deliver such documents, and take such actions as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents, execution of papers, and other assistance to the extent deemed necessary (a) for perfecting all right, title and interest herein conveyed; (b) for prosecuting any applications herein conveyed; and (c) for legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee. Assignor further will request Bank of America to release its security interest in the Assigned Trademarks. In the event Bank of America fails or refuses to release its security interest in the Assigned Trademarks, then, except to the extent caused or contributed to by Assignee's willful or intentional wrongful acts or gross negligence, and only to the extent caused or contributed to by Assignee's willful or intentional inaction or wrongful acts or gross negligence, Assignor agrees to defend, indemnify, and hold Assignee harmless from and against any and all damages, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) that may be sustained or suffered by Assignee as a result of any action, claim, or proceeding whatsoever arising out of, based upon, or relating to Bank of America's security interest in the Assigned Trademarks.

5. Governing Law. This Trademark Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

6. Successor and Assigns. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Power to Execute. The persons signing below on behalf of Assignor and Assignee, respectively, have the requisite power and authority to execute and deliver this Trademark Assignment Agreement.

8. Counterparts. This Agreement may be executed in the original or in one or more counterparts and may be executed in electronic format (including by DocuSign or any other electronic signature (e-signature) or software signature (s-signature) format and platform), each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Signature pages exchanged by ".pdf" or other electronic document format or means shall be fully binding.

[signature pages follow]

The undersigned Party, by its authorized representative, has executed this Trademark Assignment Agreement:

ASSIGNOR:

Diamond Resorts Holdings, LLC

By: Thomas A. Goodman

Name: Thomas A. Goodman

Title: Vice President

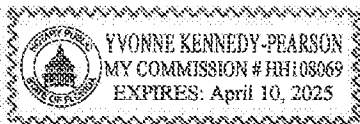
Date: August 24, 2021

STATE OF FLORIDA
COUNTY OF ORANGE

24 SWORN TO and subscribed before me via physical presence or online notarization this day of August, 2021, by Thomas Goodman, as Vice President of Diamond Resorts Holdings, LLC, who is personally known to me or has provided _____ as identification.

Yvonne Kennedy-Pearson
NOTARY PUBLIC
Print Name: Yvonne Kennedy-Pearson
My Commission Expires: 11/10/2025

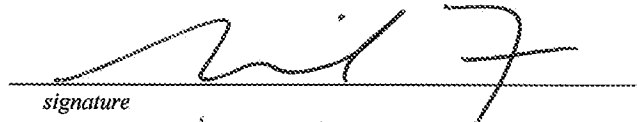
[SEAL]



The undersigned Party has executed this Trademark Assignment Agreement:

ASSIGNEE:

Michael A. Flaskey



signature

Date: 8/24/21

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark Registrations/Applications

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
 MF Skull & Tees (Design)	US	88/775,708	January 28, 2020	6,225,618	December 22, 2020

Unregistered Trademarks

MF Golf Logos/Designs

