

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
101 West 57th Street Hotel Investors LLC		06/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hilton Resorts Corporation		
Street Address:	5323 Millenia Lakes Boulevard		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32839		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85708961	THE QUIN	
Serial Number:	85708972	THE QUIN	
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:	8047754391		
Email:	charlacher@mcguirewoods.com		
Correspondent Name:	Christel Harlacher		
Address Line 1:	800 E. Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	12/20/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective on the dates shown below, is made by 101 West 57th Street Hotel Investors LLC, a limited liability company of Delaware, with offices at 101 West 57th Street, New York, New York 10019 (“**Owner**”), and 101 WEST 57th STREET HOTEL OPERATOR LLC, a Delaware limited liability company (“**Operator**”, together with Owner, collectively, the “**Assignor**”), in favor of Hilton Resorts Corporation, a Delaware corporation with offices at 5323 Millenia Lakes Boulevard, Orlando, FL 32839 (“**Assignee**”), pursuant to a Hotel Purchase and Sale and Escrow Agreement dated as of February 16, 2018 (as amended, the “**Purchase and Sale Agreement**”).

WHEREAS, under the terms of the Purchase and Sale Agreement, Assignors have conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors’ right, title, and interest in and to the following:
 - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - b. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof,

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase and Sale Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase and Sale Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment as of the dates shown below.

101 WEST 57th STREET HOTEL INVESTORS LLC, a Delaware limited liability company

By: 101 West 57th Street Hotel Partner LLC, its managing member

By: TPF Hotel REIT Operating Partnership LP, its sole member

By: TPF Hotel REIT Operating Partnership GP, LLC, its general partner

Approved by KDWLLP BY: LAS

By: *William P. Robertson*
Name: William P. Robertson
Title: Executive Director

By: *Brent N. Hall*
Name: Brent N. Hall
Title: Executive Director

AGREED TO AND ACCEPTED:

HILTON RESORTS CORPORATION, a Delaware corporation

Approved by KDWLLP BY: LAS

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment as of the dates shown below.

101 WEST 57th STREET HOTEL INVESTORS LLC, a Delaware limited liability company

By: 101 West 57th Street Hotel Partner LLC, its managing member

By: TPF Hotel REIT Operating Partnership LP, its sole member


By: TPF Hotel REIT Operating Partnership GP, LLC, its general partner

By: _____
Name:
Title:

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

HILTON RESORTS CORPORATION, a Delaware corporation

By: 
Name: Charles Corbin
Title: Executive Vice President
Date: JUNE 28, 2018

SCHEDULE 1

Assigned Trademarks

	Mark	Serial No.	Filed
1	The Quin	85/708,961	August 21, 2012
2	<i>the</i> QUIN	85/708,972	August 21, 2012