

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omni Hotels Management Corporation		02/02/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Omni Name Company		
Street Address:	4001 Maple Avenue, Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Serial Number:	73262785	LA MANSIÓN	
Serial Number:	76698372	BRETTON WOODS	
Serial Number:	85431086	JOYA SALON	
Serial Number:	85431064	JOYA SPA	
Serial Number:	76116717	LA COSTA	
Serial Number:	76308813	THE GROVE PARK INN	
Serial Number:	76131625	LA COSTA RESORT AND SPA	
Serial Number:	76116716	LA COSTA	
Serial Number:	76308812	THE GROVE PARK INN RESORT & SPA	
Serial Number:	86768967	NEVER STAY THE SAME	
Serial Number:	74167628	OMNI	
Serial Number:	73311447	EL COLEGIO	
Serial Number:	73311451	LAS CANARIAS	
Serial Number:	85863399		
Serial Number:	85306372	MOUNT WASHINGTON RESORT	
Serial Number:	85306363	MOUNT WASHINGTON HOTEL	
Serial Number:	76690740	MOUNT WASHINGTON	
Serial Number:	86799857	ZUMBIDO	
Serial Number:	76690739	MOUNT WASHINGTON ALPINE & COUNTRY CLUB	
TRADEMARK			

OP \$1990.00 73262785

Property Type	Number	Word Mark
Serial Number:	87064567	SAY GOODNIGHT TO HUNGER
Serial Number:	76690736	MOUNT WASHINGTON RESORT
Serial Number:	74180575	
Serial Number:	87185925	SAY GOODNIGHT TO HUNGER
Serial Number:	74283018	ESP
Serial Number:	85863267	
Serial Number:	78202880	LAS CANARIAS RESTAURANT
Serial Number:	74180567	
Serial Number:	85617058	BARLINES
Serial Number:	87424352	ROYAL ORLEANS
Serial Number:	74166948	OMNI
Serial Number:	87689809	THE NATIONAL GINGERBREAD HOUSE COMPETITI
Serial Number:	87689802	THE NATIONAL GINGERBREAD HOUSE COMPETITI
Serial Number:	73455115	
Serial Number:	73462460	OMNI
Serial Number:	87826129	OMNI SELECT PLANNER
Serial Number:	76131626	LA COSTA RESORT AND SPA
Serial Number:	88283728	MW
Serial Number:	78256531	
Serial Number:	78256530	LA COSTA RESORT AND SPA
Serial Number:	73477057	
Serial Number:	74433545	SELECT GUEST
Serial Number:	88560356	OVER THE COUNTER
Serial Number:	74707083	THE AMELIA ISLAND CLUB
Serial Number:	74691293	THE POWER OF ONE
Serial Number:	78725392	GREAT HALL BAR
Serial Number:	78612157	SUNSET TERRACE
Serial Number:	72148332	PARKER HOUSE
Serial Number:	73323115	LA MANSION
Serial Number:	73061783	THE LAST HURRAH!
Serial Number:	88770106	STANCE COFFEE
Serial Number:	72256258	THE ROYAL ORLEANS
Serial Number:	78938145	RANCHO LAS PALMAS
Serial Number:	78938208	
Serial Number:	78938182	RANCHO LAS PALMAS RESORT & SPA
Serial Number:	78938191	RANCHO LAS PALMAS RESORT & SPA
Serial Number:	88770111	STANCE
Serial Number:	78725596	THE SPA

Property Type	Number	Word Mark
Serial Number:	78903087	BEDFORD SPRINGS RESORT
Serial Number:	90189324	STANCE COFFEE
Serial Number:	78859785	THE CLUB AT LA COSTA
Serial Number:	78859814	THE SPA AT LA COSTA
Serial Number:	74480044	OMNI
Serial Number:	78937961	SPA LAS PALMAS
Serial Number:	77186435	SPA UNDER THE STARS
Serial Number:	73637832	
Serial Number:	73637833	OMNI HOTELS
Serial Number:	77203168	RANCHO LAS PALMAS COUNTRY CLUB
Serial Number:	76690734	SKI BRETTON WOODS
Serial Number:	76690737	BRETTON WOODS
Serial Number:	76690742	BRETTON WOODS
Serial Number:	75441401	
Serial Number:	76690741	BRETTON WOODS
Serial Number:	75515330	LA MANSION DEL RIO
Serial Number:	77644970	RANCHO LAS PALMAS COUNTRY CLUB
Serial Number:	75761761	OMNI HOTELS
Serial Number:	75756298	BARTON CREEK
Serial Number:	75363950	THE HOMESTEAD
Serial Number:	77826892	MOKARA
Serial Number:	85082626	BARTON CREEK RESORT & SPA

CORRESPONDENCE DATA

Fax Number: 2147405760

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.

Phone: (214) 740-1460

Email: rgarcia@bellnunnally.com

Correspondent Name: S. Roxanne Edwards

Address Line 1: Bell Nunnally & Martin LLP

Address Line 2: 2323 Ross Avenue, Suite 1900

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	12896.00001
NAME OF SUBMITTER:	S. Roxanne Edwards
SIGNATURE:	/S. Roxanne Edwards/
DATE SIGNED:	02/23/2022

Total Attachments: 9

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Trademark Assignment and License Agreement

This Trademark Assignment and License Agreement (this "Agreement") is made and entered into as the 2nd day of February, 2022 (the "Effective Date"), by and between Omni Hotels Management Corporation, a Delaware corporation with an address at 4001 Maple Avenue, Suite 500, Dallas, Texas 75219 USA ("Omni Hotels"), and Omni Name Company, a Delaware corporation with an address at 4001 Maple Avenue, Suite 500, Dallas, Texas 75219 USA ("Omni Name") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Omni Name is an affiliate of Omni Hotels, which manages and operates a portfolio of hotels and resorts (the "Business");

WHEREAS, Omni Hotels owns the entire right, title, and interest in and to the trademarks, including relevant trademark applications and registrations and common law rights, set forth on Schedule 1 as the Parties may mutually agree to amend from time to time (the "Trademarks");

WHEREAS, Omni Hotels wishes to assign, and Omni Name wishes to acquire, all right, title, and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS, Omni Hotels wishes to use the Trademarks, and Omni Name is willing to grant to Omni Hotels, a license to use the Trademarks.

NOW, THEREFORE, in consideration of the of the premises and the mutual promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Omni Hotels and Omni Name, the Parties hereby agree as follows:

1. Assignment. Omni Hotels hereby assigns to Omni Name all right, title, and interest in and to the Trademarks, and all goodwill associated with the Trademarks, including all income, royalties, or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present, or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment.
2. License. Subject to the terms and conditions of this Agreement, Omni Name hereby grants to Omni Hotels a perpetual, non-exclusive, royalty-free, non-transferable license to use the Trademarks in connection with the conduct of the Business, including the advertising, marketing, distribution, and sale of products and services in connection with the Business.
3. Sublicenses. Omni Hotels may not grant sublicenses under this Agreement except that Omni Hotels may grant a sublicense of any of its rights under this Agreement to one or more of its affiliates, provided that: (a) Omni Hotels shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement; and (b) each sublicense will terminate automatically effective as of the earlier of (i) termination of this Agreement and (ii) the date the sublicensee ceases to be an affiliate of Omni Hotels. An "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

4. Quality Control.

- a. Omni Hotels acknowledges and is familiar with the high standards and reputation for quality symbolized by the Trademarks, and Omni Hotels shall, at all times, conduct the Business and use the Trademarks in a manner at least consistent with such quality standards and reputation.
- b. Omni Hotels shall comply with all guidelines and specifications regarding the style, appearance, and usage of the Trademarks and shall ensure that all uses of the Trademarks under this Agreement comply with all applicable laws. Omni Hotels shall use proper notice symbols and legends as may be required under applicable law to maintain the Trademarks and Omni Name's rights therein.
- c. Omni Hotels will provide representative samples of its use of the Trademarks to Omni Name upon Omni Name's request and Omni Name (or its representative) may inspect Omni Hotels' or any sublicensee's facilities on reasonable notice and during normal business hours
- d. Omni Hotels acknowledges and agrees that, based on the special relationship of trust between the Parties, Omni Name may reasonably rely on Omni Hotels to perform any inspection or review necessary to ensure Omni Hotels' and its sublicensees' compliance with Omni Name's quality standards and the other requirements set forth in this Section 4.

5. Further Assurances. Omni Hotels will take additional steps and sign additional documents as reasonably requested by Omni Name to perfect the assignment of the Trademarks and to secure trademark registration or other protection for the Trademarks.

6. Protection and Enforcement of Trademark Rights. Omni Hotels shall promptly notify Omni Name in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the Trademarks by any third party of which it becomes aware. Omni Name has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of any such action or proceeding (including any settlement thereof). Omni Hotels shall provide Omni Name with all assistance that Omni Name may reasonably request, at Omni Name's expense, in connection with any such action or proceeding.

7. Indemnification. Omni Hotels shall indemnify, defend, and hold harmless Omni Name, its affiliates, officers, directors, employees, agents, and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses, or costs (including court costs and reasonable attorneys' fees) arising out of or in connection with any third-party claim, suit, action, or proceeding relating to: (a) any breach of this Agreement by Omni Hotels; or (b) use of any Trademark under this Agreement.

8. Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE TRADEMARKS, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY TRADEMARK IS VALID OR THAT THE EXERCISE BY LICENSEE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE RIGHTS OF ANY PERSON.

9. Limitation of Liability. EXCEPT FOR OMNI HOTELS' LIABILITY FOR INDEMNIFICATION UNDER SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE TRADEMARKS HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Governing Law. The validity, interpretation, and enforcement of this Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
11. Amendment. This Agreement may not be amended except in writing and signed by both Parties.
12. Assignment. Omni Hotels may not assign or transfer any of its rights or obligations under this Agreement other than to one of its affiliates without Omni Name's prior written consent.
13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, and attachments, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Omni Hotels and Omni Name have caused this Agreement to be executed by their duly authorized representatives.

Omni Hotels Management Corporation

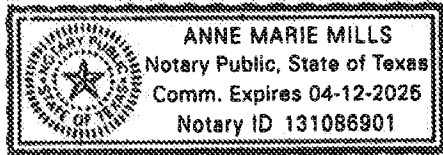
By: [Signature]
Name: Paul A. Jorge
Title: Senior Vice President
Date: February 2, 2022

State of Texas

County of Dallas

Before me, Paul A. Jorge, on this day personally appeared Paul A. Jorge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of February 2022.



(Seal)

[Signature]
Notary Public's Signature

Anne Marie Mills
Printed Name

4/12/25
Commission Expiration Date:

Omni Name Company

By:

Name: Paul A. Jorge

Title: Senior Vice President

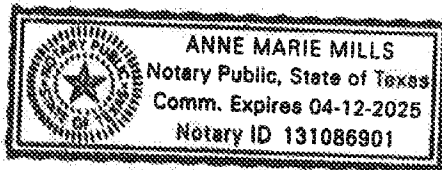
Date: February 2, 2022

State of Texas

County of Dallas

Before me, Paul A. Jorge, on this day personally appeared Paul A. Jorge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of February 2022.





(Seal)









Anne Marie Mills
Notary Public's Signature



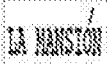






Anne Marie Mills
Printed Name






4/12/25
Commission Expiration Date:

SCHEDULE 1

Trademark	Logo	Class(es)	Application Number	Registration Number
LA MANSION & Design		42	73262785	1172672
BRETTON WOODS		35, 36	76698372	4030174
JOYA SALON		3, 44	85431086	4142664
JOYA SPA		41, 44	85431064	4146297
LA COSTA		41	76/116717	2575474
THE GROVE PARK INN		35, 41, 42	76/308813	2576108
LA COSTA RESORT AND SPA		41	76/131625	2597128
LA COSTA		42	76/116716	2606707
THE GROVE PARK INN RESORT & SPA		35, 41, 42	76308812	2609605
NEVER STAY THE SAME		35, 43	86768967	5056021
OMNI		35, 36, 37, 39, 41, 42	74167628	1733463
EL COLEGIO		42	73311447	1218696
LAS CANARIAS		42	73311451	1218697
DESIGN ONLY (Heron)		25, 28	85863399	5110041
MOUNT WASHINGTON RESORT		43	85306372	4284619
MOUNT WASHINGTON HOTEL		43	85306363	4284618
MOUNT WASHINGTON		43	76690740	4287108
ZUMBIDO		43	86799857	5144331
MOUNT WASHINGTON ALPINE & COUNTRY CLUB		41	76690739	4293762
SAY GOODNIGHT TO HUNGER		35, 43	87064567	5154616

Trademark	Logo	Class(es)	Application Number	Registration Number
MOUNT WASHINGTON RESORT		25	76690736	4307084
Flower Design		35, 36, 37, 39, 41, 42	74180575	1770363
SAY GOODNIGHT TO HUNGER		35, 36	87185925	5257826
ESP		42	74283018	1793056
DESIGN ONLY (Heron)		35, 36, 41, 43	85863267	4421311
LAS CANARIAS RESTAURANT & Design		43	78/202880	2784472
Flower Design		3, 16, 18, 21, 25, 30, 34	74180567	1813304
BARLINES		43	85617058	4467137
ROYAL ORLEANS		43	87424352	5426201
OMNI		3, 16, 18, 21, 25, 30, 34	74166948	1848457
THE NATIONAL GINGERBREAD HOUSE COMPETITION		41	87689809	5,593,750
THE NATIONAL GINGERBREAD HOUSE COMPETITION AT THE OMNI GROVE PARK INN (& design)		41	87689802	5,593,749
DESIGN ONLY (Homestead Logo)		42	73455115	1303289
OMNI		42	73462460	1307554
OMNI SELECT PLANNER		35, 43	87826129	5657792
LA COSTA RESORT AND SPA		42	76131626	2962716
MW (stylized)		43, 44	88283728	5828489
DESIGN ONLY (La Costa Logo)		41, 43, 44	78256531	2987181

Trademark	Logo	Class(es)	Application Number	Registration Number
LA COSTA RESORT AND SPA & Design		41, 43, 44	78256530	2987180
DESIGN ONLY (Three Trees)		42	73477057	1358535
SELECT GUEST		42	74/433545	1940391
OVER THE COUNTER		43	88560356	6044099
THE AMELIA ISLAND CLUB		41, 42	74707083	1979839
THE POWER OF ONE		42	74/691293	1987024
GREAT HALL BAR		43	78725392	3133137
SUNSET TERRACE		43	78/612157	3152202
PARKER HOUSE		42	72148332	819282
LA MANSION (Stylized)		42	73323115	1418699
THE LAST HURRAH!		42	73061783	1059636
STANCE COFFEE		30	88770106	6323540
THE ROYAL ORLEANS (Stylized)		42	72256258	0828009
RANCHO LAS PALMAS		41, 43	78938145	3244969
DESIGN ONLY (Palm Trees)		41, 43	78938208	3247339
RANCHO LAS PALMAS RESORT & SPA		41, 43	78938182	3247337
RANCHO LAS PALMAS RESORT & SPA & Design		41, 43	78938191	3247338
STANCE		30	88770111	6373949
THE SPA & Design		44	78/725596	3253051
BEDFORD SPRINGS RESORT		43	78903087	3255685
STANCE COFFEE & Design		30	90189324	6421911
THE CLUB AT LA COSTA & Design		41	78859785	3306869

Trademark	Logo	Class(es)	Application Number	Registration Number
THE SPA AT LA COSTA & Design		44	78859814	3306870
OMNI		39, 42	74480044	2106102
SPA LAS PALMAS		44	78937961	3348507
SPA UNDER THE STARS		43, 44	77186435	3372484
Flower Design		42	73637832	1487894
OMNI HOTELS & Design		42	73637833	1487895
RANCHO LAS PALMAS COUNTRY CLUB & Design		41	77/203168	3573346
SKI BRETTON WOODS		41	76690734	3610771
BRETTON WOODS		35	76690737	3641596
BRETTON WOODS		25	76690742	3641597
DESIGN ONLY (Heron/Quatrefoil)		36, 41	75441401	2302787
BRETTON WOODS		41, 43	76690741	3735529
LA MANSION DEL RIO		42	75515330	2313420
RANCHO LAS PALMAS COUNTRY CLUB		35, 41, 43	77644970	3779121
OMNI HOTELS		42	75761761	2348751
BARTON CREEK		25, 41, 42	75756298	2375038
THE HOMESTEAD		35, 41, 42	75363950	2398895
MOKARA		43, 44	77826892	3884036
BARTON CREEK RESORT & SPA		35, 41, 43, 44	85082626	3925398