

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786492

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CP Block A Owner, LLC | | 02/09/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Block A Hotel Owner, LLC | | |
| Street Address: | 1881 16th Street, Suite 500 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80202 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5376062 | CITIZEN RAIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158518383 | | |
| <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: | 215-851-8408 | | |
| Email: | lmcguinness@eckertseamans.com | | |
| Correspondent Name: | Jenna P. Torres | | |
| Address Line 1: | 50 S. 16th Street, 22nd Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19102-2516 | | |
| ATTORNEY DOCKET NUMBER: | 316794-00005 | | |
| NAME OF SUBMITTER: | Jenna P. Torres | | |
| SIGNATURE: | /Jenna P. Torres/ | | |
| DATE SIGNED: | 02/13/2023 | | |
| Total Attachments: 2 | | | |
| source=316794-00005 - EXECUTED Assignment of CITIZEN RAIL, REG. NO 5,376,062#page1.tif | | | |
| source=316794-00005 - EXECUTED Assignment of CITIZEN RAIL, REG. NO 5,376,062#page2.tif | | | |

OP \$40.00 5376062

ASSIGNMENT OF INTANGIBLE PROPERTY

ASSIGNMENT OF INTANGIBLE PROPERTY (the “**Assignment**”) dated as of February 9, 2023 (the “**Effective Date**”), between CP Block A Owner, LLC, a Delaware limited liability company (“**Assignor**”), in favor of Block A Hotel Owner, LLC, a Delaware limited liability company (“**Assignee**”).

Background

This Assignment is being executed and delivered pursuant to that certain Contribution Agreement dated as of December 27, 2022 (as assigned, amended, modified and/or supplemented from time to time, the “**Contribution Agreement**”) between Assignor and Limelight Denver Investor LLC, a Delaware limited liability company. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement.

As set forth in the Contribution Agreement, Assignor is the owner of all right, title, and interest in and to the United States Service Mark Registration for CITIZEN RAIL – Reg. No. 5,376,062 in Class 43 (the “**Citizen Rail Mark**”).

Assignment and Assumption

In consideration of Ten (\$10.00) Dollars in hand paid by Assignee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, to the extent assignable, all of Assignor’s right, title and interest in and to the Licenses and Permits and the Intangible Property, including the Citizen Rail Mark and all goodwill associated with any of the foregoing and the right to recover damages, profits, and all other remedies for all past and future infringements thereof. Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Intangible Property and the Licenses and Permits on the Assignor’s part to be performed thereunder from and after the Effective Date and will perform all of the terms, covenants and conditions of the Intangible Property and the Licenses and Permits arising or accruing from and after the Effective Date, all with the same force and effect as though Assignee had signed such Intangible Property and the Licenses and Permits as a party named therein.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the Closing Date, subject to the terms, covenants, conditions and provisions contained herein and in the Intangible Property and the Licenses and Permits.

This Assignment is made without warranty or representation, express or implied, by, or recourse against, Assignor of any kind or nature whatsoever except as expressly provided in the Contribution Agreement.

For the avoidance of doubt, the Intangible Property does not include (and Assignor does not own) the United States Service Mark Registration for HOTEL BORN – Reg. No. 5,536,386 in Class 43, which mark is, as of the date hereof, being used in the name of the Hotel.

[Signature page on next page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the date first above written.

ASSIGNOR:

CP Block A Owner, LLC,
a Delaware limited liability company

By: CP Block A Manager, LLC
a Delaware limited liability company
Its: Manager

By:


.....
Mark G. Falcone
Manager

ASSIGNEE:

Block A Hotel Owner, LLC,
a Delaware limited liability company

By: CP Block A Owner, LLC,
a Delaware limited liability company
Its: Member

By: CP Block A Manager, LLC,
a Delaware limited liability company
Its: Manager

By:


.....
Mark G. Falcone
Manager