

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838400

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900799046		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fontana Investors, LLC		09/05/2023	Limited Liability Company: OKLAHOMA
Texas Rock, LLC		09/05/2023	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Z Resorts Management, LLC		
Street Address:	501 NW Grand Boulevard		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73118		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2776727	Z	
Registration Number:	2778590	HOTEL ZAZA	
Registration Number:	3273715	ZASPA	
Registration Number:	3181641	MAGNIFICENT SEVEN	
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:	4057677302		
Email:	MISSY.CRAMER@MIDFIRST.COM		
Correspondent Name:	MISSY CRAMER		
Address Line 1:	501 NW GRAND BLVD		
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73118		
NAME OF SUBMITTER:	Missy Cramer		
SIGNATURE:	/mc/		
DATE SIGNED:	09/11/2023		

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Assignment**”) is made effective as of September 5, 2023 by and between **Fontana Investors, LLC**, an Oklahoma limited liability company having a business address of 6100 North Pennsylvania, Oklahoma City, Oklahoma 73112, and **Texas Rock, LLC**, an Oklahoma limited liability company having a business address of 501 N.W. Grand Boulevard, Oklahoma City, Oklahoma 73118 (“**Assignors**”) and **Z Resorts Management, LLC**, a Texas limited liability company having a business address of 501 N.W. Grand Boulevard, Oklahoma City, Oklahoma 73118 (“**Assignee**”; Assignors and Assignee are collectively, the “**Parties**”).

PRELIMINARY STATEMENTS

A. In anticipation of Assignee, which is wholly owned by Assignors, transferring all of its business assets to a third party, Assignors have agreed to convey to Assignee their entire right, title, and interest in and to all intellectual property that is (i) owned by Assignors and (ii) used in connection with or otherwise associated with the various Hotel ZaZa locations (“**Assignor IP**”), including those trademarks listed in Exhibit A (“**Marks**”).

B. Assignee desires to accept such transfer.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignors assign, sell, transfer and convey unto Assignee and its successors and assigns, Assignors’ entire right, title, and interest in and to the Assignor IP and the Marks, together with that part of the good will of Assignors’ business connected with the use of and symbolized by the Marks and the registrations thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignors may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

2. Assignors further agree that Assignee shall have the right to record this instrument of assignment, including Exhibit A hereto, in the USPTO or similar offices or authorities in jurisdictions throughout the world so as to establish Assignee as the owner of the Marks. Assignors further agree, at the reasonable request of Assignee and without charge or cost to Assignors, promptly to: (i) execute any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment and any new applications with the USPTO or similar offices or authorities in jurisdictions throughout the world so that Assignee’s ownership of the Marks is duly made of record.


3. The rights and obligations of the Parties shall inure to the benefit of, and shall be binding upon, the Parties and their respective permitted successors and assigns.

4. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.


ASSIGNORS:

FONTANA INVENTORS, LLC

By: 
Name: Charlie Givens
Title: Mgr

ASSIGNEE:

Z RESORTS MANAGEMENT, LLC

By: 
Name: Zach Osko
Title: VP, WR Johnston & Co, its Manager

TEXAS ROCK, LLC

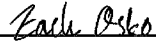

By: 
Name: Zach Osko
Title: VP, WR Johnston & Co, its Manager

EXHIBIT A

U.S. Trademark Registration No.	Mark	Registration Date
2776727		October 21, 2003
2778590	HOTEL ZAZA	October 28, 2003
3273715	ZASPA	August 7, 2007
3181641	MAGNIFICENT SEVEN	December 5, 2006