## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/23/2012

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mountbay Holdings, Inc.		07/30/2013	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Historic Hotels of Albermarle, LLC	
Street Address:	901 E. Cary Street, Suite 1500	
City:	Richmond	
State/Country:	VIRGINIA	
Postal Code:	23219	
Entity Type:	CORPORATION: VIRGINIA	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1796153	KESWICK HALL
Registration Number:	1812621	KESWICK CLUB
Registration Number:	1828725	KESWICK CLUB
Registration Number:	1906591	KESWICK CLUB
Registration Number:	2503638	KESWICK HALL AT MONTICELLO

### **CORRESPONDENCE DATA**

Fax Number: 2027197049

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2027197000

Email: ckelly@wileyrein.com Correspondent Name: Christopher Kelly Address Line 1: 1776 K Street, N.W. Address Line 2: WILEY REIN LLP

> **TRADEMARK** REEL: 005095 FRAME: 0424

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20006			
ATTORNEY DOCKET NUMBER:	796320001		
NAME OF SUBMITTER:	Christopher Kelly		
Signature:	/Christopher Kelly/		
Date:	08/21/2013		
Total Attachments: 2 source=TRADEMARK ASSIGNMENT KESWICK#page1.tif source=TRADEMARK ASSIGNMENT KESWICK#page2.tif			

TRADEMARK REEL: 005095 FRAME: 0425

### NUNC PRO TUNC TRADEMARK ASSIGNMENT

MOUNTBAY HOLDINGS, INC. ("MHI"), a Delaware corporation, in furtherance of those certain Assignments of Transferred Intellectual Property executed on January 23, 2012, by and between MHI's subsidiary, Keswick Corporation, a Virginia corporation, and Historic Hotels of Albemarle, LLC, a Virginia corporation ("Assignee"), was the owner of all right, title and interest in the following trademarks and corresponding trademark registrations issued by the United States Patent and Trademark Office:

- Reg. No. 1,796,153 **KESWICK HALL** for "hotel services, restaurant services, retail gift shop services and retail golf shop services," issued September 28, 1993.
- Reg. No. 1,812,621 KESWICK CLUB for "country club services" and "restaurant services, retail gift shop services and retail golf shop services,' issued December 21, 1993.
- Reg. No. 1,828,725 KESWICK CLUB for "pencils and score cards" and "golfing equipment; namely, tees, bag tags, balls and divot repairers," registered March 29, 1994.
- Reg. No. 1,906,591 KESWICK CLUB for "clothing; namely, shirts, sweaters, blouses, wind resistant jackets, slacks, swimwear, dressing gowns, caps and visors," issued July 18, 1995.
- Reg. No. 2,503,638 **KESWICK HALL AT MONTICELLO** for "hotel services, restaurant, cafeteria, food catering services and bar services," registered November 6, 2001
- B. On January 23, 2012, all right, title and interest in and to the above-identified trademarks and the corresponding trademark registrations, together with the goodwill of the business symbolized by said trademarks and by the corresponding trademark registrations, were conveyed to Assignee.
  - C. The parties are desirous of confirming and ratifying said assignment.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MHI does hereby assign and convey unto Assignee, <u>nunc pro tunc</u>, as of January 23, 2012, all right, title and interest in said trademarks and the corresponding trademark registrations, together with the goodwill of the business symbolized by said trademarks and by the trademark registrations.

TRADEMARK REEL: 005095 FRAME: 0426 MHI further assigns unto Assignee all right to sue for and receive all past damages accruing from past infringement of the trademarks and the trademark registrations assigned herein.

MHI further undertakes that upon the request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this assignment.

This assignment shall be binding on the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

MOUNTBAY HOLDINGS, INC.

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Jolón T. Landry

Date:

July 30, 2013

STATE OF NEW YORK) SECOUNTY OF NEW YORK)

Sworn and subscribed to before me this <u>30</u> th day of July, 2013.

Notary Public

My Commission expires:

NITZA M. COLON
Notary Public, State of New York
No. 01COS009490
Qualified in New York County
Commission Expires December 15, 2014