

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299910

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
1808 West End Owner, LLC		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CWI Nashville Hotel, LLC		
<b>Street Address:</b>	CWI Nashville Hotel, LLC		
<b>Internal Address:</b>	c/o Watermark Capital Partners, LLC		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: <del>UNITED STATES</del> DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77216004	HUTTON HOTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	CWI Nashville Hotel, LLC		
<b>Address Line 1:</b>	272 E. Deerpath Road, Suite 320		
<b>Address Line 2:</b>	c/o Watermark Capital Partners, LLC		
<b>Address Line 4:</b>	Lake Forest, ILLINOIS 60045		
<b>ATTORNEY DOCKET NUMBER:</b>	71650.00017		
<b>NAME OF SUBMITTER:</b>	Cheryl Lu		
<b>SIGNATURE:</b>	/cheryl lu/		
<b>DATE SIGNED:</b>	04/01/2014		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY (this "Assignment"), made as of the 29th day of May, 2013 (the "Effective Date"), by and between 1808 WEST END OPERATING, LLC and 1808 WEST END OWNER, LLC, each a Delaware limited liability company, having an office at c/o Amerimar Enterprises, Inc., Two Liberty Place, Suite 3500, Philadelphia, Pennsylvania 19102, as assignor (together, "Assignor"), and CWI NASHVILLE HOTEL, LLC, a limited liability company organized under the laws of the State of Delaware, having an office at c/o Watermark Capital Partners, LLC 272 E. Deerpath Road, Suite 320, Lake Forest, Illinois 60045, as assignee ("Assignee").

### W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of May 9, 2013 (the "Purchase Agreement"), by and between Assignor, as seller, and Assignee, as purchaser, pursuant to which Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain premises located at 1808 West End Avenue and 1811 Hayes Street, Nashville, Tennessee, and more particularly described in Schedule A attached hereto (the "Premises"), as further described therein;

WHEREAS, in connection with the Purchase Agreement (a) Assignor is required to assign, transfer and convey to the purchaser thereunder all of Assignor's right, title and interest in, to and under the Intangible Property (as defined in the Purchase Agreement), and (b) such purchaser is required to accept such assignment and to assume Assignor's obligations with respect to the Intangible Property from and after the Effective Date; and

WHEREAS, Assignee and Assignor are consummating the transactions set forth in the Purchase Agreement on the Effective Date.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Unless otherwise stated herein, all capitalized terms used in this Assignment shall have the meanings specified in the Purchase Agreement.
2. Subject to the terms of the Purchase Agreement, Assignor hereby assigns, transfers, releases and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Intangible Property, including, without limitation, the Intangible Property set forth in Schedule B attached hereto. Assignor shall remain liable for all Seller Excluded Liabilities with respect to the Intangible Property.
3. Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor with respect to the Intangible Property from and after the Effective Date.
4. Assignor hereby indemnifies and holds Assignee and its affiliates harmless from and against any and all claims, expenses, costs, obligations or other liabilities, with respect to the Intangible Property, arising or incurred after the Effective Date with respect to events occurring prior to the Effective Date. The foregoing indemnification obligation shall survive the delivery of this instrument for a period of one (1) year and any claim not made within such one (1) year period shall be deemed waived by Assignee.
5. Assignee hereby indemnifies and holds Assignor and its affiliates harmless from and against any and all claims, expenses, costs, obligations, or other liabilities, with respect to the Intangible Property, arising or incurred after the Effective Date with respect to events occurring after

the Effective Date. The foregoing indemnification obligation shall survive the delivery of this instrument for a period of one (1) year.

6. This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties hereto.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

9. The provisions hereof are subject to the provisions of the Purchase Agreement, including, without limitation, the provisions of Section 11.4 thereof.

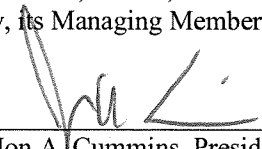
*(Signature pages follow.)*

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

1808 WEST END OPERATING, LLC,  
a Delaware limited liability company

By: 1808 West End, L.L.C., a Delaware limited liability  
company, its Managing Member

By:   
\_\_\_\_\_  
Jon A. Cummins, President

1808 WEST END OWNER, LLC,  
a Delaware limited liability company

By: 1808 West End, L.L.C., a Delaware limited liability  
company, its Managing Member

By:   
\_\_\_\_\_  
Jon A. Cummins, President

*(Signatures continue on following page.)*

ASSIGNEE:

CWI NASHVILLE HOTEL, LLC,  
a Delaware limited liability company

By: 

Michael G. Medzigian  
President and Chief Executive Officer

Schedule A  
Legal Description of the Premises

BEING LAND IN DAVIDSON COUNTY, TENNESSEE AND BEING LOTS 3 AND 4 ON THE PLAN OF THE RESUBDIVISION OF LOTS 120-129, PLAN OF BOYD HOME TRACT OF RECORD IN INSTRUMENT NO. 200711130133032, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO 1808 WEST END OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY FROM KATHRYN ANN PROPERTIES, G.P., A TENNESSEE GENERAL PARTNERSHIP BY DEED OF RECORD IN INSTRUMENT NO. 200704130044724, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TOGETHER WITH GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE EASEMENT OF RECORD IN INSTRUMENT NO. 200801090002888, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

MAP AND PARCEL: #092-120-528.00 (LOT 3)  
#092-160-434.00 (LOT 4)

Schedule B  
Listing of Certain Intangible Property

1. "1808 Grille" logo
2. "1808 Grille" website development (Micros)
3. Domain name: www.1808grille.com
4. "Hutton Hotel" logo
5. "Hutton Hotel" website development (Micros)
6. Domain name: www.huttonhotel.com
7. Service mark: "Hutton Hotel", U.S. Patent and Trademark Office, Reg. No. 3,562,742, dated 1/13/09.
8. Hutton Hotel phone numbers