

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305852

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Davenport 2000, LLC		05/01/2014	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Worthy Hotels, Inc		
<b>Street Address:</b>	10 S Post Street		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VIRGINIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4049221	THE DAVENPORT HOTEL DH	
<b>Registration Number:</b>	4049285	DAVENPORT HOTEL COLLECTION	
<b>Registration Number:</b>	4049286	DAVENPORT TOWER	
<b>Registration Number:</b>	4245210	DAVENPORT SPA	
<b>Registration Number:</b>	4245211	DAVENPORT HOME	
<b>Registration Number:</b>	4245212	DAVENPORT FLOWERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8882508707		
<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>			
<b>Phone:</b>	(509) 789-6802		
<b>Email:</b>	caudill.lynnelle@mailovo.com		
<b>Correspondent Name:</b>	Lynnelle Caudill		
<b>Address Line 1:</b>	10 S Post Street		
<b>Address Line 4:</b>	Spokane, WASHINGTON 99201		
<b>NAME OF SUBMITTER:</b>	Lynnelle Caudill		
<b>SIGNATURE:</b>	/Lynnelle Caudill/		
<b>DATE SIGNED:</b>	05/28/2014		
<b>Total Attachments: 1</b>			

OP \$165.00 4049221



TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of May 01, 2014 from Davenport 2000, LLC ("ASSIGNOR"), To: Worthy Hotels, Inc. ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the following trademark properties:

THE DAVENPORT HOTEL	85290586	4049221
DAVENPORT HOTEL COLLECTION	85293276	4049285
DAVENPORT TOWER	85293323	4049286
DAVENPORT SPA	85578749	4245210
DAVENPORT HOME	85578772	4245211
DAVENPORT FLOWERS	85578803	4245212

("The Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks is used and for which it is registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

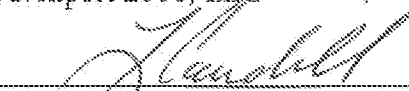
IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year above written.

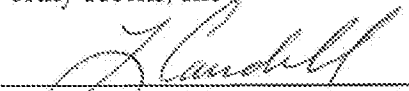
I, assignor, hereby accept this agreement.

I, assignee, hereby accept this agreement.

Davenport 2000, LLC

Worthy Hotels, Inc

  
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Lynjielle Caudill

  
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Lynjielle Caudill