

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337480

<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>
CIM/Huntington, LLC		02/06/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DiamondRock HB Owner, LLC		
<b>Street Address:</b>	3 Bethesda Metro Center, Suite 1500		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3676946	SHOREBREAK	
<b>Registration Number:</b>	3702084	ZIMZALA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>	6175701000		
<b>Email:</b>	rthomas@goodwinprocter.com		
<b>Correspondent Name:</b>	Ryan E. Thomas		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109-2881		
<b>ATTORNEY DOCKET NUMBER:</b>	105501-145647		
<b>NAME OF SUBMITTER:</b>	Ryan E. Thomas		
<b>SIGNATURE:</b>	/RET/		
<b>DATE SIGNED:</b>	04/07/2015		
<b>Total Attachments: 2</b>			
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source=2015-2-6 Executed Shorebreak Trademark Assignment for recordation#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of February 6, 2015 by and between, CIM/Huntington, LLC, a California limited liability company ("Assignor") and DiamondRock HB Owner, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of November 17, 2014 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including U.S. Trademark Registration No. 3,676,946 for the mark SHOREBREAK, issued by the United States Patent and Trademark Office on September 1, 2009 and U.S. Trademark Registration No. 3,702,084 for the mark ZIMZALA, issued by the United States Patent and Trademark Office on October 27, 2009 (collectively, the "Marks"), and the goodwill of the business symbolized thereby;

WHEREAS, by Assignment and Assumption of Operating Agreements and Intangibles between Assignor and Assignee as of February 6, 2015 (the "Intangibles Assignment"), Assignor assigned to Assignee, and Assignee assumed, the Marks, as identified on Exhibit B to the Intangibles Assignment;

WHEREAS, Assignor now wishes to more specifically confirm the assignment of the Marks to Assignee, and Assignee is desirous of confirming the acquisition of the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the agreements of Assignor and Assignee set forth in the Intangibles Assignment:

Assignor hereby confirms that it has sold, assigned, conveyed and transferred, and does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. This assignment is made pursuant to the Purchase Agreement and the Intangibles Assignment, and all of the terms and conditions of each of them, including without limitation Section 9.2 of the Purchase Agreement and Paragraphs 3 and 4 of the Intangibles Assignment.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Assignee is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

Assignor:

CIM/HUNTINGTON, LLC

By: 

Name: Terry Wechsner

Title: Vice President

Assignee:

DIAMONDROCK HB OWNER, LLC,

By: 

Name: Sean M. Mahoney

Title: Director