

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPR Holdings, Inc.		10/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cura Hospitality, LLC		
Street Address:	4135 South Stream Blvd., Ste. 250		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2128934	HEART OF HOSPITALITY	
Registration Number:	2349924	CURA	
Registration Number:	2357387	HOSPITALITY WITH HEART	
Registration Number:	2945684	CURA CULINARY COLLEGE	
Registration Number:	3121614	CURA HOSPITALITY	
Registration Number:	3289887	FLAVORS OF HOME	
Registration Number:	3426061	PUREE CREATIONS	
Registration Number:	3426095	SHARED TASTES	
Registration Number:	3430129	SO¿ QUENCHING! A LIVINGLIFE WELLNESS PRO	
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>			
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	301 Fayetteville St., Ste. 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	143406		
NAME OF SUBMITTER:	William B. Cannon		

OP \$240.00 2128934

SIGNATURE:	/William B. Cannon/
DATE SIGNED:	12/28/2015
Total Attachments: 4 source=Cura Trademark Assignment#page1.tif source=Cura Trademark Assignment#page2.tif source=Cura Trademark Assignment#page3.tif source=Cura Trademark Assignment#page4.tif	

Trademark Assignment Agreement

EPR Holdings, Inc., a Delaware corporation having a place of business at 801 West Street, 2nd Floor, Wilmington, Delaware, 19801 (hereinafter "**Assignor**"), and Cura Hospitality, LLC, a Delaware limited liability company having a place of business at 4135 South Stream Boulevard, Suite 250, Charlotte, North Carolina 28217 (hereinafter "**Assignee**"), enter into this Trademark Assignment Agreement ("**Assignment**") as of October 1, 2015 ("**Effective Date**").

Background. Pursuant to that certain Asset Purchase Agreement dated September 22, 2015 between Assignor and Assignee, Assignor wishes to sell, and Assignee wishes to buy, all of Assignor's rights, title, and interest in and to certain federally registered trademarks pursuant to the terms and conditions of this Agreement.

The parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

a. the trademarks and the trademark registrations set forth on **Exhibit A** attached to this Trademarks (the "**Trademarks**") and all extensions and renewals of those registrations, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

b. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks;

c. all rights of any kind whatsoever of Assignor accruing under the Trademarks provided by any applicable law of any jurisdiction throughout the world; and

d. any and all claims and causes of action with respect to the Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor's rights, title, and interest in and to the Trademarks and the rights appurtenant thereto to Assignee, its successors, or assigns.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of

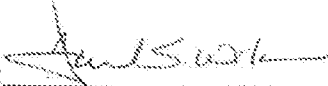
electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. **General.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Trademarks. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns

The parties enter into this Assignment as of the Effective Date.

EPR Holdings, Inc.

Cura Hospitality, LLC

Signature: 

Signature:

Printed Name: Daniel S. Wilson

Printed Name:

Title: Chairman and President

Title:

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. **General.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Trademarks. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

The parties enter into this Assignment as of the Effective Date.

EPR Holdings, Inc.

Cara Hospitality, LLC

Signature: _____

Signature:  _____

Printed Name: Daniel S. Wilson

Printed Name: Michael J. Bailey

Title: Chairman and President

Title: CHAIRMAN

EXHIBIT A

MARK	REGISTRATION NO	REGISTRATION DATE
HEART OF HOSPITALITY	2,128,934	1998-01-13
CURA	2,349,924	2000-05-16
HOSPITALITY WITH HEART	2,357,387	2000-06-13
CURA CULINARY COLLEGE	2,945,684	2005-05-03
CURA HOSPITALITY and Design	3,121,614	2006-07-25
FLAVORS OF HOME	3,289,887	2007-09-11
PUREE CREATIONS	3,426,061	2008-05-13
SHARED TASTES	3,426,095	2008-05-13
SO QUENCHING! A LIVINGLIFE WELLNESS PROGRAM	3,430,129	2008-05-20