

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431089

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Orlando Investments Holding, LLC | | 06/13/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Hotel 8629 International Opco, L.P. | | |
| Street Address: | 1601 Washington Avenue, Suite 800 | | |
| City: | Miami Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33139 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2261275 | THE CASTLE HOTEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138918763 | | |
| <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: | rhonda.deleon@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 355 South Grand Avenue | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071-1560 | | |
| ATTORNEY DOCKET NUMBER: | 049572-0060 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 06/13/2017 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 2261275

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of June 13, 2017 (the “**Effective Date**”), by and between Orlando Investments Holding, LLC, a Delaware limited liability company (“**Assignor**”) having a place of business at 4901 Vineland Rd, Suite 650, Orlando, Florida 32811, and Hotel 8629 International Opco, L.P., a Delaware limited partnership (“**Assignee**”), having a place of business at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139.

RECITALS

A. Assignor is the owner of the trademark registration identified on Exhibit A (the “**Trademark**”); and

B. Assignor and Hotel 8629 International, L.P. (“**Purchaser**”) (as successor in interest to SHG SCG Ventures II, L.P.) have entered into that certain Agreement of Purchase and Sale dated as of April 25, 2017 (as amended and assigned, the “**Purchase Agreement**”) pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee (in each case, as Purchaser’s designee) has agreed to purchase and accept from Assignor certain specified assets, including the Trademark.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under, the Trademark, together with that portion of Assignor’s business connected with the use of and symbolized by the Trademark, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademark, the right to register, prosecute, maintain and defend the Trademark before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademark, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to the Trademark. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and

Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee to effect the terms of this Assignment.

4. Representation and Warranty. Assignor hereby represents and warrants to Assignee that, as of the Effective Date, Assignor owns all legal and beneficial right, title and interest in and to the Trademark, free and clear of all liens and encumbrances arising by, through or under Assignor.

5. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

6. Terms of the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

7. Successors and Assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

8. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

9. Amendments; Waivers. No amendment or modification to any terms or provisions of this Assignment, or waiver of any covenant, obligation, breach or default under this Assignment, shall be valid unless in writing and executed and delivered by each of the parties.

10. Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

11. Severability. If any term or provision of this Assignment is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Assignment, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

12. Entire Agreement. This Assignment, together with the Purchase Agreement, contain the entire agreement and understanding between the parties with respect to the transactions contemplated hereby, and supersedes all previous agreements, negotiations, representations, and understandings (written or oral) with respect thereto.

13. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. A party may deliver executed signature pages to this Assignment by facsimile or electronic transmission to any other party, which facsimile or electronic copy shall be deemed to be an original executed signature page.


(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

Orlando Investments Holding, LLC,
a Delaware limited liability company

By: Kessler Castle, Inc., as its Manager

By: 
Day B. Dantzler, Vice President

ASSIGNEE:

Hotel 8629 International Opco, L.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

Orlando Investments Holding, LLC,
a Delaware limited liability company

By: Kessler Castle, Inc., as its Manager

By: _____
Day B. Dantzer, Vice President

ASSIGNEE:

Hotel 8629 International Opco, L.P., a Delaware
limited partnership

By: Hotel 8629 International Opco GP, L.L.C.,
a Delaware limited liability company, its
general partner

By: _____
Name: Ray Schulte
Title: Authorized Signatory

Signature Page to Trademark Assignment

TRADEMARK
REEL: 006083 FRAME: 0499

EXHIBIT A

| Mark | Country | International Classes | Status | Application Number | Filed Date | Registration Number | Registration Date | Owner |
|------------------|---------|-----------------------|------------|--------------------|---------------|---------------------|-------------------|----------------------------------|
| THE CASTLE HOTEL | USA | 42 | Registered | 74/700,108 | June 26, 1995 | 2,261,275 | July 13, 1999 | Orlando Investments Holding, LLC |