OP \$90.00 5001905

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM450691

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rough Hollow Development, Ltd.		11/01/2017	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	RH Lakeway Development, Ltd.	
Street Address:	2101 Lakeway Blvd.	
Internal Address:	Suite 100	
City:	Lakeway	
State/Country:	TEXAS	
Postal Code:	78734	
Entity Type:	Limited Partnership: TEXAS	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5001905	THE PENINSULA AT ROUGH HOLLOW A PRIVATE
Registration Number:	3840270	R ROUGH HOLLOW LAKEWAY
Registration Number:	3727762	R

CORRESPONDENCE DATA

Fax Number: 5124578008

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.

Phone: 5124578000

Email: cheusmann@dbcllp.com

Correspondent Name: Coti Heusmann
Address Line 1: 303 Colorado
Address Line 2: Suite 2300

Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER:	Coti Heusmann
SIGNATURE:	/Coti Heusmann/
DATE SIGNED:	11/13/2017

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 1, 2017, is made by Rough Hollow Development, Ltd. ("Transferor") a Texas limited partnership, in favor of RH Lakeway Development, Ltd. ("Transferee") a Texas limited partnership, for the purpose of transferring certain intellectual property of Transferor to Transferee (the "Transfer").

WHEREAS, both parties wish to execute this Trademark Assignment in order to convey, transfer and assign to Transferee, among other assets, all of Transferor's right, title and interest in, to and under certain intellectual property of Transferor including any and all goodwill associated therewith.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in, to and under the following (the "Trademarks"), which constitute all of the Trademarks of Transferor:
- (a) the trademarks set forth below including without limitation: the common law trademark rights associated with the trademarks, any and all state trademark applications associated with the trademarks, any and all United States trademark applications associated with the trademarks, and any foreign trademark rights associated with the trademarks, including the goodwill embodied with the trademarks, any and all stylized and typed versions of the trademarks, and the right to obtain further trademark registrations related thereto:
 - 1. US TRADEMARK REGISTRATION NO. 5001905, REGISTRATION DATE JULY 19, 2016 "THE PENINSULA AT ROUGH HOLLOW A PRIVATE LAKESTYLE NEIGHBORHOOD" AND DESIGN
 - 2. US TRADEMARK REGISTRATION NO. 3840270, REGISTRATION DATE AUGUST 31, 2010 "R ROUGH HOLLOW LAKEWAY" AND DESIGN
 - 3. US TRADEMARK REGISTRATION NO. 3727762, REGISTRATION DATE DECEMBER 22, 2009 "R" AND DESIGN
 - (b) the related design, copyright, and work of art of the foregoing;
- (c) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. <u>Recordation and Further Actions</u>. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Transferee.
- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Transferor and Transferee have duly executed and delivered this Trademark Assignment as of the date first above written.

TRANSFEROR:

Rough Hollow Development, Ltd., a Texas limited partnership

By: JHLV GP, Inc., its general partner

By:

Name: Haythem Dawlett Title: Vice President

TRANSFEREE:

RH Lakeway Development, Ltd., a Texas limited partnership

By: RH Lakeway Development GP, LLC, its general partner

By:

Name: Haythem Dawlett Title: Vice President

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RECORDED: 11/13/2017