

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/29/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIREROCK, LLC		07/29/2013	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Firerock Golf and Country Club, LLC		
Street Address:	9218 North Shadow Ridge Trail		
City:	Fountain Hills		
State/Country:	ARIZONA		
Postal Code:	85268		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2302447	FIREROCK COUNTRY CLUB	
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>			
Phone:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Helen Hill Minsker		
Address Line 1:	Ten South Wacker Drive, Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Helen Hill Minsker		
SIGNATURE:	/helen hill minsker/		
DATE SIGNED:	05/07/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of the ¹⁴24 day of July, 2013 (the "Effective Date") by and among FIREROCK, LLC, a Delaware limited liability company, and FIREROCK COUNTRY CLUB LLC, an Arizona limited liability company (to the extent it owns any of the following assets) (collectively, "Assignor"), with a business address of 13620 North Saguard Boulevard, Suite 200, Fountain Hills, Arizona 85268, and Firerock Golf and Country Club, LLC, an Arizona limited liability company ("Assignee"), with a business address of 9218 North Shadow Ridge Trail, fountain Hills, AZ 85268.

1.0 Background.

1.1 Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of May 28, 2013 (the "Purchase Agreement"). In accordance with the Purchase Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 "Trademarks" and "Trade Names" mean (i) the trade names and other items described in Section 2.2 hereof and the trademarks, trade names and service marks set forth on Exhibit A attached hereto, including, without limitation, all associated common-law rights, (ii) the associated registrations set forth on Exhibit A attached hereto, and (iii) all associated goodwill.

2.2 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, grants, conveys, transfers and sets over unto Assignee its entire right, title and interest throughout the world in and to (i) the trade name "FireRock Country Club" but not the name "FireRock" used separately, which shall be reserved by Assignor, except Assignee shall have the right to use the name "FireRock" used separately only as has been used by Assignor in the past with respect to FireRock Country Club, (ii) an irrevocable license and rights to use the design jointly used by Assignor and FireRock Country Club to the extent owned by Assignor, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any Trademarks, (iv) all rights in, to or constituting the website or website content available at www.firerockcc.com, and all domain names relating to the Property subject to the Purchase Agreement, (v) "land line" telephone numbers and facsimile numbers, e-mail addresses, and customer and supplier lists, and (vi) all causes of action (either in law or in equity) related to, and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.3 Assignor and Assignee agree to execute, or to cause to be executed, all documents and instruments reasonably required in order to consummate the assignment herein contemplated, and each and every one of the transactions contemplated hereby, pursuant to Section 15.10 of the Purchase Agreement.

2.4 Assignor represents and warrants to Assignee that Assignor has not previously assigned, conveyed, encumbered or otherwise transferred title to the assets described in Sections 2.1 and 2.2 of this Assignment (provided, however, Assignor may have non-exclusively granted to third parties certain non-exclusive use rights to such assets, but Assignor has not made any prior assignment, conveyance, encumbrance or other transfer of title to the trade name "FireRock Country Club" or the assets listed on Exhibit A attached hereto).

3.0 Miscellaneous.

3.1 The validity, construction and operational effect of this Assignment shall be governed by the internal laws of the State of Arizona, without regard for its choice of law principles. Assignor and Assignee submit to venue and jurisdiction in Maricopa County, Arizona Superior Court, and hereby waive the right to be sued in any other place.

3.2 This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

3.3 Nothing in this Assignment is intended, nor will be deemed, to confer rights upon any person or legal entity not a party to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby have executed this Assignment effective as of the Effective Date.

ASSIGNEE:

FIREROCK GOLF AND COUNTRY CLUB, LLC,
an Arizona limited liability company

By: W. Bradford Reeves
Name: W. Bradford Reeves
Title: Manager

ASSIGNOR:

FIREROCK, LLC,
a Delaware limited liability company

By: MCO Firerock L.L.C.,
a Delaware limited liability company
Its Administrative Member

By: _____
Name: Jeremy Hall
Title: President

By: Westbrook Firerock L.L.C.,
a Delaware limited liability company
Its Member

By: _____
Name: Patrick K. Fox
Title: Vice President

FIREROCK COUNTRY CLUB LLC,
an Arizona limited liability company

By: FireRock, LLC,
a Delaware limited liability company
Its Member

By: MCO Firerock L.L.C.,
a Delaware limited liability company
Its Administrative Member

By: _____
Name: Jeremy Hall
Title: President

By: Westbrook Firerock L.L.C.,
a Delaware limited liability company
Its Member

By: _____
Name: Patrick K. Fox
Title: Vice President

EXHIBIT A

Exhibit A
to
Trademark Assignment

Trademarks

Mark	Registration Number	Jurisdiction
FIREROCK COUNTRY CLUB	2302447	US
FIREROCK COUNTRY CLUB	563922	AZ

Exhibit "A" -- Solo Page