

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRG US IP CO LIMITED		02/12/2019	private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	BSD RALEIGH PROPCO LLC		
Street Address:	745 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3145280	THE RALEIGH	
Registration Number:	4967413		
Serial Number:	87865051	THE RALEIGH	
Serial Number:	87865081	THE RALEIGH	
Serial Number:	87865059	THE RALEIGH	
Serial Number:	87694957	THE RALEIGH	
Serial Number:	87865014	THE RALEIGH	
Serial Number:	87865027	THE RALEIGH	
Serial Number:	87865067	THE RALEIGH	
Serial Number:	87865090	THE RALEIGH	
Serial Number:	87865102	THE RALEIGH	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		

OP \$290.00 3145280

Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	RALEIGH-1-122
NAME OF SUBMITTER:	Theodore R. Remaklus
SIGNATURE:	/theodore r remaklus/
DATE SIGNED:	03/07/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment of Trademarks (the "Assignment") is made and entered into effective February 12, 2019, by and between TRG US IP CO LIMITED, having a place of business c/o The Raleigh Hotel, 1775 Collins Avenue, Miami Beach, Florida 33139 ("Assignor"), and BSD RALEIGH PROPCO LLC, a Delaware limited liability company, having a place of business c/o Shvo Concepts, Inc., 745 Fifth Avenue, New York, New York 10151 ("Assignee").

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of December 20, 2018, by and between Elmira Miami LLC (an Affiliate of Assignor) ("Elmira") and Assignee (as the same may have been amended, modified or assigned, the "Sale Agreement"), Elmira agreed to sell (or caused to be sold) to Assignee, *inter alia*, certain real property, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Sale Agreement (collectively, the "Real Property"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Sale Agreement; and

WHEREAS, the Sale Agreement provides, *inter alia*, that Elmira shall assign (or caused to be assigned) to Assignee rights to the Trademarks described in the Sale Agreement, and that Assignor and Assignee shall enter into this Assignment.

WHEREAS, Assignor desires to assign all of its right, title and interest, if any, in and to the trademarks set forth on Exhibit A hereof (hereinafter referred to as the "Marks"); and

WHEREAS, Assignee desires to acquire the rights Assignor has in and to said Marks and the goodwill associated with said Marks and the applications/registrations thereof.

NOW, THEREFORE, for U.S. \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, without representation, warranty or recourse, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the business connected and/or associate with the use thereof and symbolized thereby, and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby authorizes and requests the corresponding trademark offices whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

3. Assignor hereby agrees to execute and deliver to Assignee such reasonable additional instruments, documents, conveyances or assurances and take such other reasonable action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the transactions contemplated hereby, to vest in Assignee the beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks; provided, however, that Assignor shall not be obligated to incur any cost or expense in taking any such actions.

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[signature pages to follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

TRG US IP CO LIMITED

Dated: February 1, 2019

By: Steven Lewerenz

Name: Steven Lewerenz

Its: Authorized Signatory

Witness

Name: MARILYN LEBLICH

Nationality: USA

Address: 3805 Park Ave

Signature: [Signature]

Witness

Name: JACKIE ZACARIAN

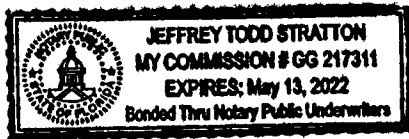
Nationality: USA

Address: 350 Lincoln Rd

Signature: [Signature]

NOTARY BLOCK

[Signature]
Notary Public



Agreed and Accepted as of
the date first above written.

ASSIGNEE:

BSD RALEIGH PROPCO LLC,
a Delaware limited liability company

Dated: _____

By: ~~_____~~

Name: MICHAEL STVO

Its: Authorized Signatory

Witness

Name: Kenneth Miller

Nationality: USA

Address: 27 Country Ridge, Scarsdale NY

Signature: [Signature]

Witness

Name: Eli Harris

Nationality: USA

Address: 357 Madison Ave, Garden City, NY

Signature: [Signature]

NOTARY BLOCK

[Signature]
Notary Public

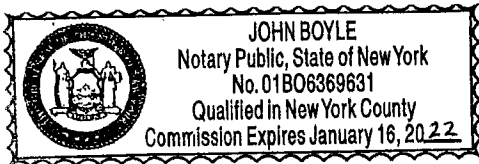



EXHIBIT A TO TRADEMARK ASSIGNMENT

THE RALEIGH WORLDWIDE TRADEMARKS
OCTOBER 2018

Country	Trademark	App No	Filing Date	Reg No	Reg Date	Goods/Services	Status	Comments
United States of America	THE RALEIGH	78733597	14-Oct-2005	3145280	19-Sep-2006	Retail store services featuring non-apparel fabric articles, toiletries and other sundries in Class 35 Valet parking services in Class 39 Hotel, restaurant, bar and cocktail lounge services in Class 43 In-room and poolside health spa services, namely, cosmetic body care services and massage services in Class 44 Hotel concierge services in Class 45	Registered	
United States of America	THE RALEIGH	86411449	01-Oct-2014			Aftershave; Body cream; Cologne; Cosmetic preparations for body care; Cosmetics; Eau de toilette; Fragrances for personal use; Hair care preparations; Lotions for face and body care; Non-medicated skin care preparations; Perfume; Soaps for personal use in Class 3	Abandoned	
United States of America	THE RALEIGH	87865014	05-Apr-2018			Aftershave; Bath bombs; Body cream; Cologne; Cosmetic preparations for body care; Cosmetic suntan lotions; Cosmetics; Eau de toilette; Fragrances for personal use; Gel eye masks; Hair care preparations; Lotions for face and body care; Non-medicated skin care preparations; Perfume; Shaving soap; Skin soap in Class 3	Published	
United States of America	THE RALEIGH	87865027	05-Apr-2018			Lamps; Lamphshades in Class 11	Published	
United States of America	THE RALEIGH	86411483	01-Oct-2014			Jewelry, watches, clocks in Class 14	Abandoned	
United States of America	THE RALEIGH	87865051	05-Apr-2018			Clocks; Jewelry; Key chains; Key rings; Watches; Decorative key fobs in Class 14	Pending	
United States of America	THE RALEIGH	86411487	01-Oct-2014			All-purpose carrying bags; Attache cases; Backpacks; Beach bags; Briefcase-type portfolios; Briefcases; Business card cases; Clutch bags; Coin purses; Cosmetic cases sold empty; Credit card cases; Duffel bags; Gym bags; Handbags; Key cases; Leather key chains; Leather pouches; Luggage; Luggage bags; Messenger bags; Overnight bags; Purses; Roll bags; Shoulder bags; Toiletry cases sold empty; Tote bags; Travel cases; Umbrellas; Wallets; Wristlet bags in Class 18	Abandoned	
United States of America	THE RALEIGH	87865059	05-Apr-2018			All-purpose carrying bags; Beach bags; Canvas shopping bags; Cosmetic cases sold empty; Grooming organizers for travel; Key	Pending	

Country	Trademark	App No	Filing Date	Reg No	Reg Date	Goods/Services	Status	Comments
United States of America	THE RALEIGH	86411495	01-Oct-2014			cases of leather or imitation leather; Leather shopping bags; Luggage; Luggage bags; Mesh shopping bags; Reusable shopping bags; Textile shopping bags; Tote bags; Travel cases; Umbrellas; Wheeled shopping bags; Pouches for holding keys in Class 18	Abandoned	
United States of America	THE RALEIGH	87865067	05-Apr-2018			Beds; Bolsters; Curtain hooks; Curtain rings; Curtain tie-backs in the nature of non-textile curtain holders; Cushions; Figurines of wood, wax, plaster or plastic; Fitted fabric slipcovers for furniture; Furniture; Mattresses; Mirrors; Non-metal key holders; Picture frames; Pillows; Works of art of wood, wax, plaster or plastic; Shower curtain hooks; Shower curtain rings; Split rings, not of metal, for keys; Toilet mirrors being hand-held mirrors in Class 20	Published	
United States of America	THE RALEIGH	86411502	01-Oct-2014			Bath linen; Bed blankets; Bed covers; Bed linen; Comforters; Curtain tie-backs in the nature of textile curtain holders; Fabric window coverings and treatments, namely, curtains, draperies, sheers, swags and valances; Handkerchiefs; Household linen; Kitchen linens; Quilts; Shower curtains; Table linen; Tea towels; Textile wall hangings; Throws; Travelling rugs; Upholstery fabrics for furniture; Upholstery fabrics in Class 24	Abandoned	
United States of America	THE RALEIGH	87865081	05-Apr-2018			Bath linen; Beach towels; Bed blankets; Bed covers; Bed linen; Comforters; Curtain tie-backs in the nature of textile curtain holders; Fabric window coverings and treatments, namely, curtains, draperies, sheers, swags and valances; Handkerchiefs of textile; Household linen; Kitchen linens; Quilts; Shower curtains; Table linen; Tea towels; Textile wall hangings; Throws; Travelling rugs; Upholstered fabric slipcovers for furniture; Upholstery fabrics in Class 24	Published	
United States of America	THE RALEIGH	86411502	01-Oct-2014			Rugs in Class 27	Abandoned	
United States of America	THE RALEIGH	87865090	05-Apr-2018			Bath mats; Rugs in Class 27	Published	
United States of America	THE RALEIGH	86411510	01-Oct-2014			Beach balls; Gloves for golf; Golf accessory pouches; Golf bag covers; Golf bags; Golf ball markers; Golf balls; Golf club covers; Golf club grips; Golf clubs; Golf putter covers; Golf tee bags; Golf tee markers; Golf tees; Putting practice mats; Tennis balls; Tennis racket covers; Tennis rackets in Class 28	Abandoned	

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Country	Trademark	App No	Filing Date	Reg No	Reg Date	Goods/Services	Status	Comments
United States of America	THE RALEIGH	87865102	05-Apr-2018			Backgammon game sets; Beach balls; Board games; Bocca balls; Body boards; Checker sets; Checkers; Chess pieces; Chess sets; Exercise equipment, namely, Exercise bands; Gloves for golf; Golf accessory pouches; Golf bag covers; Golf bags; Golf ball markers; Golf balls; Golf club covers; Golf club grips; Golf clubs; Golf putter covers; Golf tee bags; Golf tee markers; Golf tees; Inflatable pool toys; Paddle balls; Paddleboards; Playing cards; Putting practice mats; Surfboards; Table tennis balls; Table tennis paddle cases; Table tennis paddles; Tennis balls; Tennis racket covers; Tennis rackets; Volley balls in Class 28	Published	
United States of America		86589079	07-Apr-2015	4967413	31-May-2016	Recreational services in the nature of swimming pools in Class 41	Registered	

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TRADEMARK

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RECORDED: 03/07/2019