

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yankee Development Corp.		08/02/2019	Corporation: RHODE ISLAND
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3805354	SOUTH SEAS	
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		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	08/21/2019		
Total Attachments: 5			
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OP \$40.00 3805354

TRADEMARK ASSIGNMENT AGREEMENT

August 2

This Assignment of Trademarks (the "Assignment") is made and entered into effective ~~July 22~~, 2019, by and between **YANKEE DEVELOPMENT CORP.**, a Rhode Island corporation, having a place of business located at Christies Landing, Newport, RI 02840 ("Assignor"), and **BSD RALEIGH PROPCO LLC**, a Delaware limited liability company, having a place of business at 745 Fifth Avenue, New York, New York 10151 ("Assignee").

WHEREAS, pursuant to the terms of that certain Contract of Sale and Purchase, dated April 5, 2019, by and among BSD South Seas Propco LLC ("Original Purchaser") and **SOUTH SEAS HOTEL CORP.**, a Florida corporation, **MAJESTIC HOTEL CORP.**, a Florida corporation, and **SYNERGETIC REAL ESTATE OF FLORIDA LLC**, a Florida limited liability company (each an Affiliate of Assignor) (collectively, the "Seller") (as the same may have been amended from time to time, the "Original Purchase Agreement"), and that certain Assignment of Purchase and Sale Agreement dated as of the date hereof whereby Original Purchaser assigned (i) its entire right, title and interest in and to the Real Property to BSD Raleigh Trustee LLC, as Trustee for the Raleigh Land Trust ("Trustee") and (ii) its entire right, title and interest in and to, *inter alia*, the Personalty to Assignee ("Assignment Agreement" and collectively with the Original Purchase Agreement, the "Purchase Agreement"), Seller agreed to sell, to Trustee, the Real Property and to Assignee, *inter alia*, the Personalty. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, the Sale Agreement provides, *inter alia*, that Seller shall assign (or caused to be assigned) to Assignee rights to the Trademark 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.

[remainder of page intentionally left blank]

[signature pages to follow]

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

ASSIGNOR:

Yankee Development Corp.,
a Rhode Island corporation

By: [Signature]
Name: Thomas C. Glassie
Title: President

WITNESS

By: [Signature]
Name: JANICE A. BRESNAH
Nationality: _____
Address: 53 Conanicus Ave. #3E
Tamertown, RI 02835

WITNESS

By: [Signature]
Name: MICHAEL J RICHARDS
Nationality: _____
Address: 36 WASHINGTON SQ
NEWPORT RI 02840

STATE OF Rhode Island)

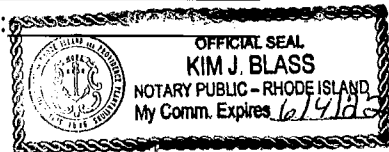
SS:

COUNTY OF Newport)

The foregoing instrument was acknowledged before me this 17th day of July, 2019 by Thomas C. Glassie President of **YANKEE DEVELOPMENT CORP.**, a Rhode Island corporation, on behalf of said entity. S/He personally appeared before me, and is personally known to me or produced Drivers license as identification.

[SEAL]

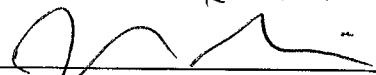
Notary: [Signature]
Print Name: Kim J. Blass
My Commission expires: _____



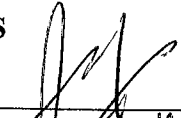
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNEE:


BSD Raleigh Propco LLC,
a Delaware limited liability company

By: 
Name: Jessica Schmidt
Title: Authorized Signatory

WITNESS

By: 
Name: ALVIN LEE
Nationality: BRITISH
Address: _____

WITNESS

By: 
Name: Mar Su
Nationality: Chinese
Address: _____

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS:

The foregoing instrument was acknowledged before me this ^{24th} day of July, 2019 by ^{Jessica Schmidt}, as Authorized Signatory of **BSD RALEIGH PROPCO LLC**, on behalf of said entity. S/He personally appeared before me, and is personally known to me or produced a state issued identification card as identification.

[SEAL]

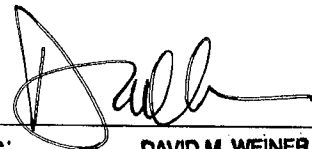
Notary: 
Print Name: DAVID M. WEINER
Notary Public, State of New York
My Commission expires No. 02WE6034069
Qualified in New York County
Commission Expires 3/18/2018
₂₂

EXHIBIT A TO TRADEMARK ASSIGNMENT

Reg. No. 3805354 in Class 43 for Hotel, restaurant and bar services
Owner: Yankee Development Corp., Christies Landing, Newport, RI 02840

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ACTIVE 44480575v7