

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CWI Nashville Hotel, LLC		10/16/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Button Up Music Row Hotel Owner LLC		
<b>Street Address:</b>	520 West 27th Street, Suite 403		
<b>Internal Address:</b>	c/o Flank		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6141912	HUTTON HOTEL	
<b>Serial Number:</b>	88894792	A	
<b>Serial Number:</b>	88902495	MANE & RYE DINERANT	
<b>Serial Number:</b>	88902486	MANE & RYE DINERANT	
<b>Serial Number:</b>	88894824	ANALOG	
<b>Serial Number:</b>	88865586	A ANALOG	
<b>Serial Number:</b>	88855751	ANALOG	
<b>Registration Number:</b>	5737662	A	
<b>Registration Number:</b>	5651010	WESTEND KITCHEN & BAR	
<b>Registration Number:</b>	5518159	HH	
<b>Registration Number:</b>	3562742	HUTTON HOTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059615812		
<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>			
<b>Phone:</b>	3055790812		
<b>Email:</b>	marcosm@gtlaw.com		
<b>Correspondent Name:</b>	Manuel R. Valcarcel, Esq.		

CH \$290.00 6141912

**Address Line 1:** 333 S.E. 2nd Avenue, 44th Floor  
**Address Line 2:** Greenberg Traurig, P.A.  
**Address Line 4:** Miami, FLORIDA 33131

**NAME OF SUBMITTER:** Manuel Valcarcel, Esq.

**SIGNATURE:** /Manuel Valcarcel/

**DATE SIGNED:** 10/19/2020

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of this 16 day of October, 2020 ("Effective Date") by CWI Nashville Hotel, LLC, a Delaware limited liability company ("Assignor"), to and in favor of Button Up Music Row Hotel Owner LLC, a Delaware limited liability company ("Assignee") having an address of c/o Flank, 520 West 27<sup>th</sup> Street, Suite 403, New York, NY 10001.

**WHEREAS**, Assignor and Assignee are parties to that certain Agreement of Purchase and Sale dated as of May 29, 2020 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Assignor's trademarks and service marks, including, but not limited to, all of the United States trademark registrations, applications, common law rights and other rights set forth on Schedule A attached hereto, in each case, together with the good will of the business associated therewith (collectively, the "Marks"), which Marks are being acquired by the Assignee together with the rest of the business or portion of the business to which the Marks pertain, which business is ongoing and existing.

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all associated good will, common law and other corresponding rights that are or may be secured in the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

**ASSIGNOR:**

CWI NASHVILLE HOTEL, LLC

By: *[Signature]*

Name: Sam Zinsmaster

Title: Senior Vice President, Portfolio and Asset Management

**ACKNOWLEDGEMENT**

STATE OF Illinois )

SS:

COUNTY OF Cook )

The foregoing Assignment was acknowledged before me this 16 day October, 2020 by Sam Zinsmaster, the Senior VP of CWI Nashville Hotel, LLC, a Delaware limited liability company. He/she is personally known to me or has produced Illinois Drivers License as identification.

Notary: *[Signature]*  
Print Name: Kathryn A Camerano

[NOTARIAL SEAL]  
Notary Public, Cook County Ill  
My commission expires: 07/14/2021



**SCHEDULE A**  
**MARKS**

A. Federal Trademark Registrations/Applications:

	<u>Serial No.</u>	<u>Reg. Number</u>	<u>Mark</u>
1	<u>88813307</u>	<u>6141912</u>	<u>HUTTON HOTEL</u>
2	<u>88894792</u>		<u>A</u>
3	<u>88902495</u>		<u>MANE &amp; RYE DINERANT</u>
4	<u>88902486</u>		<u>MANE &amp; RYE DINERANT</u>
5	<u>88894824</u>		<u>ANALOG</u>
6	<u>88865586</u>		<u>A ANALOG</u>
7	<u>88855751</u>		<u>ANALOG</u>
8	<u>87823751</u>	<u>5737662</u>	<u>A</u>
9	<u>87701448</u>	<u>5651010</u>	<u>WESTEND KITCHEN &amp; BAR</u>
10	<u>87701433</u>	<u>5518159</u>	<u>HH</u>
11	<u>77216004</u>	<u>3562742</u>	<u>HUTTON HOTEL</u>

B. Tennessee State Trademark Registration:

Registration No. 53771 for A ANALOG logo:

