

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703135

<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>
Worthy Hotels, Inc.		12/15/2021	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DVP Centennial Holdings, LLC		
<b>Street Address:</b>	100 St. Paul Street, Suite 800		
<b>Internal Address:</b>	c/o KSL Capital Partners		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80206		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5967267	THE CENTENNIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Perkins Coie LLP		
<b>Address Line 1:</b>	P.O. Box 2608		
<b>Address Line 2:</b>	Attn: Jeremy L. Buxbaum, Esq.		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98111		
<b>ATTORNEY DOCKET NUMBER:</b>	121872-0018		
<b>NAME OF SUBMITTER:</b>	Jeremy L. Buxbaum		
<b>SIGNATURE:</b>	/Jeremy L. Buxbaum/		
<b>DATE SIGNED:</b>	01/19/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of December 15, 2021 (“Effective Date”), is made by and between **WORTHY HOTELS, INC.**, a Washington corporation (“Assignor”) and **DVP CENTENNIAL HOLDINGS, LLC**, a Delaware limited liability company (“Assignee”);

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement dated November 30, 2021, in which Assignor agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, among other things, Intangible Property and Intellectual Property as set out in the Purchase and Sale Agreement;

WHEREAS, Assignor owns all rights, title, and interest in and to the trademarks as set forth in **Schedule A** attached hereto and incorporated herewith and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademarks, the goodwill of the business associated with and symbolized by the trademarks, and the portion of the business associated therewith (hereinafter collectively referred to as the “Trademarks”);

WHEREAS, Assignee desires to purchase, acquire and accept Assignor’s rights, title, and interest in and to the Trademarks, all registrations, pending applications, and all other filings for the Trademarks, the corresponding goodwill of the business associated with and symbolized by the Trademarks, all common law rights appurtenant thereto, and the portion of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer, to Assignee all rights, title, and interest in and to the Trademarks identified in **Schedule A**, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademarks, the portion of the business associated exclusively therewith, all common law rights appurtenant thereto, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement as of the Effective Date.

4. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

(Signature pages to follow)

The parties are signing this Trademark Assignment effective as of the date of the last signature below.

**ASSIGNOR**

**WORTHY HOTELS, INC.,**

a Washington corporation

DocuSigned by:

By:

WALTER B WORTHY

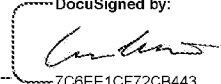
Name: Walter B. Worthy

Title: President

(signature page follows)

**ASSIGNEE**

**DVP CENTENNIAL HOLDINGS, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Charlie Martin  
Its: CFO, Treasurer & Assistant Secretary