

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worthy Hotels, Inc.		12/15/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	DVP Historic Holdings, LLC		
Street Address:	100 St. Paul Street, Suite 800		
Internal Address:	c/o KSL Capital Partners		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5227625	DH THE HISTORIC DAVENPORT HOTEL	
Registration Number:	5227626	THE HISTORIC DAVENPORT HOTEL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Perkins Coie LLP		
Address Line 1:	P.O. Box 2608		
Address Line 2:	Attn: Jeremy L. Buxbaum, Esq.		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	121872-0018		
NAME OF SUBMITTER:	Jeremy L. Buxbaum		
SIGNATURE:	/Jeremy L. Buxbaum/		
DATE SIGNED:	01/19/2022		
Total Attachments: 5			
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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 HISTORIC 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:

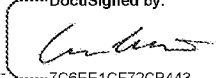
WALTER B WORTHY

Name: ~~Walter B. Worthy~~

Title: President

ASSIGNEE:

DVP HISTORIC HOLDINGS, LLC,
a Delaware limited liability company

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

SCHEDULE A


Mark	U.S. Reg. No.	Services
THE HISTORIC DAVENPORT HOTEL	5227626	Cl. 43: Hotels.
DH THE HISTORIC DAVENPORT HOTEL and Design  THE HISTORIC DAVENPORT HOTEL	5227625	Cl. 43: Hotels.

Exhibit A-1

Historic Davenport Hotel

154809685.7

RECORDED: 01/19/2022

TRADEMARK
REEL: 007562 FRAME: 0652