

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILVERADO RESORT INVESTMENT GROUP, LLC		02/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARCADE SILVERADO JV LLC		
Street Address:	100 SAINT PAUL ST., SUITE 800		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90585841	NAPAPURE	
Registration Number:	4600470	S	
Registration Number:	4690859	SILVERADO	
Registration Number:	4761183	SILVERADO RESORT	
Registration Number:	2736080	SILVERADO RESORT	
Registration Number:	4687082	THE SPA AT SILVERADO	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303)223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Matthew D. Francis		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	010716.0002		
NAME OF SUBMITTER:	Matthew D. Francis		
SIGNATURE:	/Matthew D. Francis/		
DATE SIGNED:	02/09/2022		

OP \$165.00 90585841

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment”) is made and entered into as of February 1, 2022, by and between **SILVERADO RESORT INVESTMENT GROUP, LLC**, a Delaware limited liability company (“Assignor”), and **ARCADE SILVERADO JV LLC**, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignor is the current owner of all right, title and interest in and to the trademarks listed in Schedule 1 hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of Trademarks, and the goodwill associated therewith, to Assignee; and

WHEREAS, Assignor and Assignee are concurrently entering into that certain Agreement for Sale and Purchase of Resort Hotel and Escrow Instructions, dated as of September 3, 2021, as amended by that certain First Amendment dated as of November 2, 2021, that certain Second Amendment dated as of December 17, 2021, that certain Third Amendment and Assignment dated as of December 22, 2021, and that certain Fourth Amendment dated as of January 31, 2022 (as amended, the “**Purchase and Sale Agreement**”), and this Assignment is subject to and in furtherance of the terms of that Purchase and Sale Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

(a) The Trademarks and all issuances, pending applications, extensions, and renewals thereof;

(b) All rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and

(c) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks, and the right to recover for damages and profits for past infringements thereof.

2. Acceptance. Effective as of the date of this Assignment, Assignee hereby accepts the foregoing sale, transfer, assignment, conveyance and delivery of all of Assignor’s right, title and interest in and to the Trademarks.

3. Assignment Pursuant to Acquisition of Assignor's Business. To the extent any of the Trademarks is not currently in use in commerce prior to the date of this Assignment, Assignor and Assignee acknowledge and agree that the assignment of such Trademark pursuant hereto is part of a transaction pursuant to which Assignee will acquire the portion of Assignor's business to which such Trademark pertains, as required by Section 10 of the Trademark Act (15 USC § 1060).

4. Third Parties. The assumption by Assignee of certain obligations of Assignor as provided in Section 2 of this Assignment is not intended by the parties to expand the rights or remedies of any third party against Assignee or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignee not consummated the transactions contemplated by the Purchase and Sale Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignee or Assignor, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder, and Assignee or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand.

5. Further Assurances. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee, upon Assignee's request therefor.

6. Counterparts. This Assignment may be executed in counterparts, including counterparts delivered electronically (including by facsimile or electronic mail attachment), and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7. Severability. In the event that any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, each of which shall remain in full force and effect, and the parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provision(s) with a valid, legal and enforceable provision, which, to the greatest extent possible, puts the parties in the position each of them would have been in had the invalid, illegal or unenforceable provision been valid, legal and enforceable, including from an economic perspective.

8. Governing Law. Except as to matters controlled or preempted by federal law, this Assignment and any and all claims or controversies arising out of or relating to the parties' rights and responsibilities under this Assignment or the transaction contemplated hereby shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of laws.

9. Attorneys' Fees. The prevailing party in any arbitration, proceeding or legal action arising out of, or in connection with, this Assignment shall be entitled to recover all reasonable costs and expenses (including, without limitation, reasonable attorneys', accountants' and other professional and expert witness fees and expenses) incurred in connection with such arbitration, proceeding or legal action.

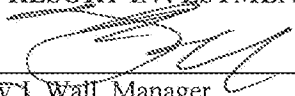
10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

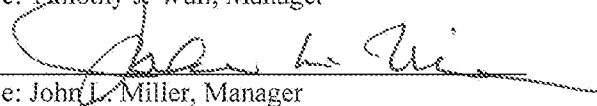
(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

SILVERADO RESORT INVESTMENT GROUP, LLC

By: 
Name: Timothy J. Wall, Manager

By: 
Name: John L. Miller, Manager

By: _____
Name: J. Roger Kent, Manager

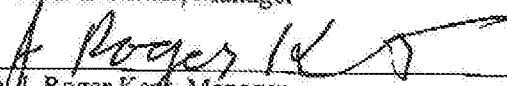
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Name: Timothy J. Wall, Manager

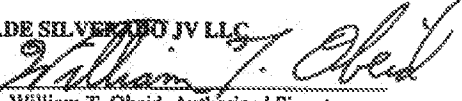
By: _____
Name: John L. Miller, Manager

By:  _____
Name: J. Roger Kent, Manager

[Signature Page to Assignment of Trademarks]

ASSIGNEE:

ARCADE SILVERADO JV LLC

By: 
Name: William T. Obeid, Authorized Signatory

[Signature Page to Assignment of Trademarks]