

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mansion on Forsyth Park, LP		06/16/2022	Limited Partnership: GEORGIA
RECEIVING PARTY DATA			
Name:	Forsyth Mansion Property Owner, LLC		
Street Address:	827 Washington Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3467891	MANSION ON FORSYTH PARK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: M. Valcarcel		
Address Line 1:	333 S.E. 2nd Avenue, 44th Floor		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Manuel Valcarcel, Esq.		
SIGNATURE:	/Manuel Valcarcel/		
DATE SIGNED:	06/22/2022		
Total Attachments: 6			
source=The Mansion on Forsyth Park - Assignment of Trademark and IP (002)#page1.tif			
source=The Mansion on Forsyth Park - Assignment of Trademark and IP (002)#page2.tif			
source=The Mansion on Forsyth Park - Assignment of Trademark and IP (002)#page3.tif			
source=The Mansion on Forsyth Park - Assignment of Trademark and IP (002)#page4.tif			
source=The Mansion on Forsyth Park - Assignment of Trademark and IP (002)#page5.tif			

CH \$40.00 3467891

ASSIGNMENT OF TRADEMARK AND IP

THIS ASSIGNMENT OF TRADEMARK AND IP (this "Assignment"), dated as of June 16, 2022, by and between **THE MANSION ON FORSYTH PARK, LP**, a Georgia limited partnership (hereinafter called "Assignor"), and **FORSYTH MANSION PROPERTY OWNER, LLC**, a Delaware limited liability company (hereinafter called "Assignee").

WITNESSETH:

A. Assignor is the owner of the IP, as defined in the Purchase Agreement (defined below) and the trademark registrations identified on **Exhibit A** (the "Trademark"); and

B. Assignor and Assignee (as assignee) have entered into that certain Purchase Agreement dated as of November 24, 2012, as amended (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee (in each case, as Purchaser's designee) has agreed to purchase and accept from Assignor the Trademark along with the IP.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under, the IP, including the Trademark, together with that portion of Assignor's business connected with the use of and symbolized by the Trademark, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the IP and Trademark, the right to register, prosecute, maintain and defend the IP and Trademark before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the IP or Trademark, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to the IP and Trademark. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable states, foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademark and to deliver

to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Representation and Warranty. Assignor hereby represents and warrants to Assignee that, as of the Effective Date, Assignor owns all legal and beneficial right, title and interest in and to the IP and the Trademark, free and clear of all liens and encumbrances arising by, through or under Assignor.

4. Exclusion and Terms of the Purchase Agreement. Assignor and Assignee acknowledge and agree that notwithstanding the assignment provided for herein, trade styles, trademarks, service marks and other identifying material and all variations thereof using or containing "Kessler", "The Kessler Collection", "Poseidon Spa", "Grand Bohemian Gallery", "Bösendorfer Lounge", and "Casimir's Lounge" (collectively, the "Excluded Marks") are protected names or registered service marks of Assignor or Assignor's affiliated entities, and the Excluded Marks are hereby excluded from any grant conveyance or assignment, and Assignor shall continue and maintain the sole use and control of such Excluded Marks. Assignor and Assignee further acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Cooperation and Assistance. Assignor hereby agrees to take such further commercially reasonable actions or cause to be taken such further action, and provide to Assignee, Assignee's successors, assigns or other legal representatives, reasonable cooperation and assistance (including, without limitation, the execution and delivery of necessary documentation as reasonably acceptable to Assignor) to effectuate fully the purposes, terms and conditions of this Assignment.

6. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.

7. Amendments; Waivers. No amendment or modification to any terms or provisions of this Assignment, or waiver of any covenant, obligation, breach or default under this Assignment, shall be valid unless in writing and executed and delivered by each of the parties.

8. Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

9. Severability. If any term or provision of this Assignment is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Assignment, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

10. Entire Agreement. This Assignment, together with the Purchase Agreement, contain the entire agreement and understanding between the parties with respect to the transactions contemplated hereby, and supersedes all previous agreements, negotiations, representations, and understandings (written or oral) with respect thereto.

11. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. A party may deliver executed signature pages to this Assignment by facsimile or electronic transmission to any other party, which facsimile or electronic copy shall be deemed to be an original executed signature page.

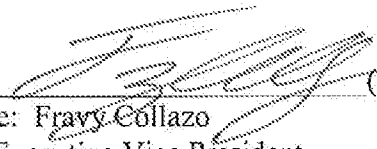
(Signature page follows)

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

**THE MANSION ON FORSYTH PARK, LP, a
Georgia limited partnership**

By: The Mansion Hotel on Forsyth Park, Inc., a
Georgia corporation, as General Partner

By:  (SEAL)
Name: Fravy Collazo
Its: Executive Vice President

ASSIGNEE:

**FORSYTH MANSION PROPERTY OWNER
LLC, a Delaware limited liability company**

By: _____
Name: Ash Shaaban
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized signatory, all as of the day and year first above written.

ASSIGNOR:

**THE MANSION ON FORSYTH PARK, LP, a
Georgia limited partnership**

By: The Mansion Hotel on Forsyth Park, Inc., a
Georgia corporation, as General Partner


By: _____ (SEAL)

Name: Fravy Collazo

Its: Executive Vice President

ASSIGNEE:

**FORSYTH MANSION PROPERTY OWNER
LLC, a Delaware limited liability company**

By:  _____ (SEAL)

Name: Ash Shaaban

Title: Authorized Signatory

EXHIBIT A
TRADEMARK

Mark	Registration No.	Registration Date
MANSION ON FORSYTH PARK	3467891	July 15, 2008
MANSION ON FORSYTH PARK	S23338 Georgia	March 28, 2007
MANSION ON FORSYTH PARK	S23339 Georgia	March 28, 2007