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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM763351

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/16/2019	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grand Hotel LLC		04/27/2022	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	GHMI Resort Holdings, LLC	
Street Address:	100 St. Paul Street, Suite 800	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80206	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4034301	GRAND HOTEL TOUCH OF SOFTNESS

CORRESPONDENCE DATA

Fax Number: 2063599000

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.

Phone: 312-324-8646

Email: pctrademarks@perkinscoie.com

Correspondent Name: Perkins Coie LLP Address Line 1: P.O. Box 2608

Address Line 2: Jeremy L. Buxbaum, Esq.
Address Line 4: Seattle, WASHINGTON 98111

ATTORNEY DOCKET NUMBER:	121872-4004.US01
NAME OF SUBMITTER:	Jeremy L. Buxbaum
SIGNATURE:	/Jeremy L. Buxbaum/
DATE SIGNED:	10/25/2022

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS - NUNC PRO TUNC

This Assignment of Trademark Rights ("Assignment"), effective as of October 16, 2019 (the "Effective Date"), is made by and between Grand Hotel LLC, a Michigan limited liability company, having an address of 200 Ottawa Avenue NW, Suite 1000, Grand Rapids, MI 49503 ("Assignor"), and GHMI Resort Holdings, LLC, a Delaware limited liability company, having an address of 100 St. Paul Street, Suite 800, Denver, Colorado 80206 ("Assignee").

WHEREAS, as of the Effective Date, Assignor owned all rights, title, and interest in and to the trademarks 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 these trademarks (hereinafter such trademark rights are collectively referred to as the "Trademarks"), as well as the goodwill of the business associated with and symbolized by these Trademarks;

WHEREAS, Assignor wishes to confirm its transfer of the Trademarks together with the goodwill of the business associated with and symbolized by the Trademarks, to Assignee in a form acceptable for recordation with the United States Patent and Trademark Office and foreign trademark jurisdictions; and

WHEREAS, Assignee wishes to confirm its acquisition and acceptance of Assignor's rights, title, and interest in and to the Trademarks, including the corresponding goodwill of the business associated with and symbolized by the Trademarks, in a form acceptable for recordation with the United States Patent and Trademark Office and foreign trademark jurisdictions.

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

- 1. Assignor does hereby confirm assignment and transfer to Assignee of all worldwide rights, title, and interest in and to the Trademarks identified in Schedule A, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademarks, 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. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Delivery by facsimile or e-mail of a .pdf copy of a counterpart of this Assignment executed by a party shall constitute delivery by such party of such party's executed counterpart of this Assignment.
- 3. This Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.
- 4. This Assignment is expressly made NUNC PRO TUNC and shall have the same legal force and effect as if executed on the Effective Date.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth below.

ASSIGNOR

GRAND HOTEL LLC, a Michigan limited liability company

Signature: \[\frac{\frac{1}{\lambda \text{Name} \text{None for Cameron In}}{\frac{1}{\lambda \text{Not for Cameron In}}{\frac{1}{\text{Not for Interval for the side at the second of the sec

SCHEDULE A

Tradename Registration or Application	Jurisdiction of Registration	Registration or Application Number	Registration or Application Date
1-800-33-GRAND	U.S.	2083851	29-JUL-1997
A TIMELESS AMERICAN TREASURE	U.S.	5482408	29-MAY-2018
AMERICA'S ORIGINAL GRAND HOTEL	U.S.	4735630	12-MAY-2015
AMERICA'S SUMMER PLACE	U.S.	2103059	07-OCT-1997
AMERICA'S TRUE GRAND HOTEL	U.S.	4735629	12-MAY-2015
GRAND HOTEL	U.S.	1325324	19-MAR-1985
GRAND HOTEL	U.S.	1250067	30-AUG-1983
GRAND HOTEL	State of Michigan	M09360	24-AUG-2008
GRAND HOTEL	State of Michigan	M09361	24-AUG-2008
GRAND HOTEL	State of Michigan	M09358	24-AUG-2008
GRAND HOTEL	State of Michigan	M09359	24-AUG-2008
GRAND HOTEL STYLIZED & DESIGN	U.S.	5394867	06-FEB-2018
GRAND HOTEL TOUCH OF SOFTNESS	U.S.	4034301	04-OCT-2011
GRAND PECAN BALL	U.S.	1911644	15-AUG-1995
HORSE & BUGGY LOGO	U.S.	5473436	22-MAY-2018
WORLD'S LARGEST SUMMER HOTEL	U.S.	2103060	07-OCT-1997

RECORDED: 10/25/2022