

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curbside Hospitality, Inc.		08/31/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Towne Holdings, Inc.		
Street Address:	One Park Place, Suite 200		
City:	Annapolis		
State/Country:	MARYLAND		
Postal Code:	21401		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4163329	CURBSIDE	
Registration Number:	4163331	CURBSIDE HOSPITALITY	
Registration Number:	4163330	CURBSIDE HOSPITALITY	
CORRESPONDENCE DATA			
Fax Number: 2026375910			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone: 202-637-5600			
Email: DCPTOTrademarkMail@hoganlovells.com,Lauren.Chamblee@hoganlovells.com,abena.ankrah@hoganlovells.com			
Correspondent Name: Lauren C. Chamblee, Hogan Lovells US LLP			
Address Line 1: 555 Thirteenth Street, NW			
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004			
ATTORNEY DOCKET NUMBER:	41324-02		
NAME OF SUBMITTER:	Lauren C. Chamblee		
Signature:	/lcc/		

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TRADEMARK

Date:

12/18/2013

Total Attachments: 9

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Assignment Agreement**”), is made by and entered into as of August 31, 2013 by and among Towne Holdings, Inc., a Maryland corporation, or its permitted assigns (the “**Purchaser**”), Curbside Hospitality, Inc., a Massachusetts corporation (the “**Company**”), and John Udelson, the sole shareholder of the Company (the “**Shareholder**”), in accordance with the terms of the Asset Purchase Agreement, dated July 26, 2013, by and among Purchaser, the Company and the Shareholder (the “**Purchase Agreement**”). Capitalized terms used but not defined herein will have the meanings for such terms that are set forth in the Purchase Agreement.

RECITALS

WHEREAS, the Purchaser, the Company and the Shareholder are parties to the Purchase Agreement, pursuant to which the Company has agreed to sell, and the Purchaser has agreed to purchase, the Acquired Assets; and

WHEREAS, pursuant to, and subject to the terms of, the Purchase Agreement, the Company has agreed to assign to, and the Purchaser has agreed to assume, the Assumed Liabilities as of the Closing Date.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. Effective as of the date hereof and in accordance with the terms of the Purchase Agreement, the Company hereby assigns, sells, transfers, conveys, delivers and sets over (collectively, the “**Assignment**”) to the Purchaser all of the Company’s right, title, benefit, privileges and interest in and to the Acquired Assets, and all of the Company’s burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. The Purchaser hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of the Company to be observed, performed, paid or discharged from and after the Closing Date in accordance with the terms of the Purchase Agreement, in connection with the Assumed Liabilities.

2. No Other Assumption. As provided in the Purchase Agreement, the Purchaser assumes no other liabilities of the Company other than the Assumed Liabilities.

3. Terms of the Purchase Agreement. This Assignment Agreement is given to further evidence the transfers and assignments contemplated by the Purchase Agreement, and, notwithstanding any other provisions of this Assignment Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of the Purchaser, the Company or the Shareholder set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

4. Miscellaneous. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The section headings contained in this Assignment Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Assignment Agreement. All notices, requests, demands, claims and other communications hereunder will be made in accordance with the Purchase Agreement. The governing law, jurisdiction, venue, process and notice provisions set forth in the Purchase Agreement are incorporated herein by reference. This Assignment Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their executors and administrators, successors and assigns, and other legal representatives. This Assignment Agreement will not, however, be assignable by any party without the prior written consent of the other parties. No change or modification of this Assignment Agreement will be valid unless the same is in writing and is signed by all parties hereto. No waiver of any provision of this Assignment Agreement will be valid unless the same is in writing and is signed by the party against whom the waiver is to be effective.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

"PURCHASER"

**TOWNE HOLDINGS, INC.,
a Maryland corporation**

By: David Nichols
Name: DAVID NICHOLS
Title: PRESIDENT

"COMPANY"

**CURBSIDE HOSPITALITY, INC.,
a Massachusetts corporation**

By: _____
Name:
Title:

"SHAREHOLDER"

Name: John Udelson

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.


"PURCHASER"

TOWNE HOLDINGS, INC.,
a Maryland corporation

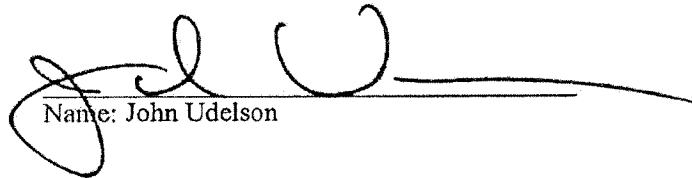
By: _____
Name:
Title:

"COMPANY"

CURBSIDE HOSPITALITY, INC.,
a Massachusetts corporation

By: 
Name:
Title:

"SHAREHOLDER"


Name: John Udelson

[Signature Page to Assignment and Assumption Agreement]

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT (the "Agreement")

by and among

Towne Holdings, Inc. (the "Purchaser")

Curbside Hospitality, Inc. (the "Company")

and

John Udelson (the "Shareholder")

Dated as of August 30, 2013

These Disclosure Schedules are being delivered by the Company pursuant to that certain Asset Purchase Agreement, dated as of July 26, 2013 (the "Agreement"), by and among the Purchaser, the Company and the Shareholder. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

[REDACTED]


[REDACTED]

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Schedule 3.13
Intellectual Property

(b)(i)

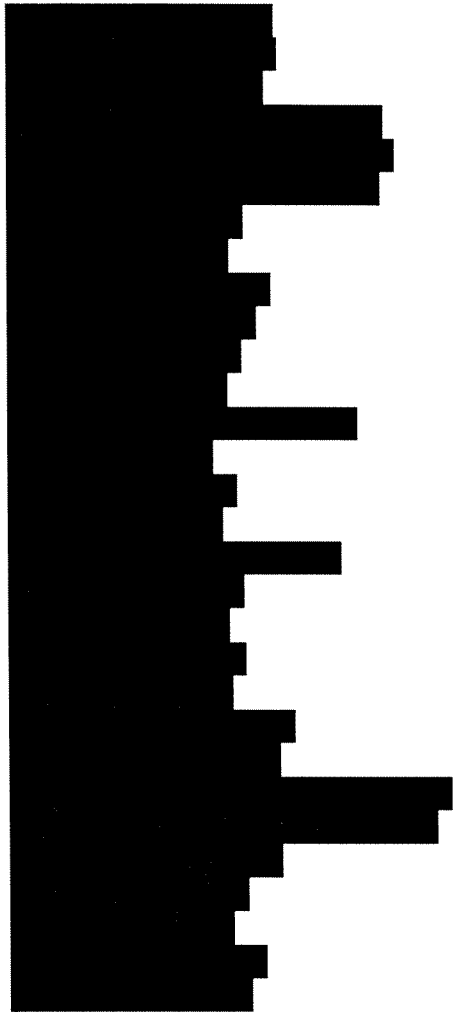
Mark	Reg. No.	Status	Country	Filing Date	Reg. Date
CURBSIDE	4163329	Registered	U.S.	25-Apr-2011	26-Jun-2012
CURBSIDE HOSPITALITY	4163331	Registered	U.S.	25-Apr-2011	26-Jun-2012
 curbside <small>HOSPITALITY</small> CURBSIDE HOSPITALITY (STYLIZED W/DESIGN)	4163330	Registered	U.S.	25-Apr-2011	26-Jun-2012

[REDACTED]

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