

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resorts West LLC		01/24/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Natural Retreats US LLC		
Street Address:	675 Peter Jefferson Parkway		
Internal Address:	Suite 250		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22911		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3301717	RESORTS WEST	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-781-6013		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kathryn Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	04/19/2017		
Total Attachments: 6			
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**EXHIBIT C
INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this "Assignment"), dated as of January 24 2017, is executed by Resorts West LLC a Utah limited liability company (collectively "Assignor"), in favor of Natural Retreats US LLC, a Delaware limited liability company ("Assignee"), in connection with that certain Asset Purchase Agreement, dated as of January 24, 2017 (the "Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and domain names set forth on Exhibit A attached hereto (the "IP"), and the goodwill associated therewith;

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the IP, together with the goodwill associated therewith; and

WHEREAS, all capitalized terms not herein defined shall have the meaning ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Conveyance. Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the IP, together with Assignor's goodwill in connection with which each Trademark is used, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the IP due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the IP, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. No Third Party Beneficiaries. This Assignment is solely for the benefit of Assignee and its respective successors and assigns, and this Assignment shall not be deemed to confer upon, or give to any other third party, any remedy, claim, cause of action or other right.

3. Further Assurances. Assignor shall from time to time after the date hereof, at the request of, and sole expense of, Assignee and without further consideration, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the IP by Assignor to Assignee. In addition, Assignor shall provide Assignee with reasonable cooperation and assistance at Assignee's request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

4. Conflict with the Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control and prevail.

5. Binding Effect; Benefit. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Utah without reference to its choice of law rules.

7. Captions. The titles and captions contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

8. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible to the end that the transactions are fulfilled to the extent possible.

9. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

RESORTS WEST LLC

By: _____

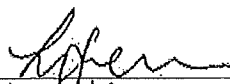
Name:

Title:

AGREED TO AND ACCEPTED:

ASSIGNEE:

NATURAL RETREATS US LLC

By:  _____

Name:

Title:

Matthew Spence

CEO

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

RESORTS WEST LLC

By: West Base Services, Inc.
Its: Manager?

By: _____

Name: Joseph Ballstaedt
Title: Manager

AGREED TO AND ACCEPTED:

ASSIGNEE:

NATURAL RETREATS US LLC

By: _____

Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006037 FRAME: 0167

EXHIBIT A

TRADEMARKS

Trademark Name	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
RESORTS WEST	United States	78616037	April 25, 2005	3301717	October 2, 2007
RESORTS WEST & Logo					
RESORTS WEST RESERVE COLLECTION					
RESORT LODGING OF PARK CITY; RESORT LODGING OF DEER VALLEY; RESORT LODGING OF THE CANYONS					

* * * * *

DOMAIN NAMES

Domain Name	Current Owner	Registrar	Expiration Date
resortswest.com			

