

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709920

| | | | |
|------------------------------------|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Omni Hotels Management Corporation | | 02/02/2022 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Omni Name Company | | |
| Street Address: | 4001 Maple Avenue, Suite 500 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75219 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 79 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73262785 | LA MANSIÓN | |
| Serial Number: | 76698372 | BRETTON WOODS | |
| Serial Number: | 85431086 | JOYA SALON | |
| Serial Number: | 85431064 | JOYA SPA | |
| Serial Number: | 76116717 | LA COSTA | |
| Serial Number: | 76308813 | THE GROVE PARK INN | |
| Serial Number: | 76131625 | LA COSTA RESORT AND SPA | |
| Serial Number: | 76116716 | LA COSTA | |
| Serial Number: | 76308812 | THE GROVE PARK INN RESORT & SPA | |
| Serial Number: | 86768967 | NEVER STAY THE SAME | |
| Serial Number: | 74167628 | OMNI | |
| Serial Number: | 73311447 | EL COLEGIO | |
| Serial Number: | 73311451 | LAS CANARIAS | |
| Serial Number: | 85863399 | | |
| Serial Number: | 85306372 | MOUNT WASHINGTON RESORT | |
| Serial Number: | 85306363 | MOUNT WASHINGTON HOTEL | |
| Serial Number: | 76690740 | MOUNT WASHINGTON | |
| Serial Number: | 86799857 | ZUMBIDO | |
| Serial Number: | 76690739 | MOUNT WASHINGTON ALPINE & COUNTRY CLUB | |
| TRADEMARK | | | |

OP \$1990.00 73262785

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 87064567 | SAY GOODNIGHT TO HUNGER |
| Serial Number: | 76690736 | MOUNT WASHINGTON RESORT |
| Serial Number: | 74180575 | |
| Serial Number: | 87185925 | SAY GOODNIGHT TO HUNGER |
| Serial Number: | 74283018 | ESP |
| Serial Number: | 85863267 | |
| Serial Number: | 78202880 | LAS CANARIAS RESTAURANT |
| Serial Number: | 74180567 | |
| Serial Number: | 85617058 | BARLINES |
| Serial Number: | 87424352 | ROYAL ORLEANS |
| Serial Number: | 74166948 | OMNI |
| Serial Number: | 87689809 | THE NATIONAL GINGERBREAD HOUSE COMPETITI |
| Serial Number: | 87689802 | THE NATIONAL GINGERBREAD HOUSE COMPETITI |
| Serial Number: | 73455115 | |
| Serial Number: | 73462460 | OMNI |
| Serial Number: | 87826129 | OMNI SELECT PLANNER |
| Serial Number: | 76131626 | LA COSTA RESORT AND SPA |
| Serial Number: | 88283728 | MW |
| Serial Number: | 78256531 | |
| Serial Number: | 78256530 | LA COSTA RESORT AND SPA |
| Serial Number: | 73477057 | |
| Serial Number: | 74433545 | SELECT GUEST |
| Serial Number: | 88560356 | OVER THE COUNTER |
| Serial Number: | 74707083 | THE AMELIA ISLAND CLUB |
| Serial Number: | 74691293 | THE POWER OF ONE |
| Serial Number: | 78725392 | GREAT HALL BAR |
| Serial Number: | 78612157 | SUNSET TERRACE |
| Serial Number: | 72148332 | PARKER HOUSE |
| Serial Number: | 73323115 | LA MANSION |
| Serial Number: | 73061783 | THE LAST HURRAH! |
| Serial Number: | 88770106 | STANCE COFFEE |
| Serial Number: | 72256258 | THE ROYAL ORLEANS |
| Serial Number: | 78938145 | RANCHO LAS PALMAS |
| Serial Number: | 78938208 | |
| Serial Number: | 78938182 | RANCHO LAS PALMAS RESORT & SPA |
| Serial Number: | 78938191 | RANCHO LAS PALMAS RESORT & SPA |
| Serial Number: | 88770111 | STANCE |
| Serial Number: | 78725596 | THE SPA |

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------|
| Serial Number: | 78903087 | BEDFORD SPRINGS RESORT |
| Serial Number: | 90189324 | STANCE COFFEE |
| Serial Number: | 78859785 | THE CLUB AT LA COSTA |
| Serial Number: | 78859814 | THE SPA AT LA COSTA |
| Serial Number: | 74480044 | OMNI |
| Serial Number: | 78937961 | SPA LAS PALMAS |
| Serial Number: | 77186435 | SPA UNDER THE STARS |
| Serial Number: | 73637832 | |
| Serial Number: | 73637833 | OMNI HOTELS |
| Serial Number: | 77203168 | RANCHO LAS PALMAS COUNTRY CLUB |
| Serial Number: | 76690734 | SKI BRETTON WOODS |
| Serial Number: | 76690737 | BRETTON WOODS |
| Serial Number: | 76690742 | BRETTON WOODS |
| Serial Number: | 75441401 | |
| Serial Number: | 76690741 | BRETTON WOODS |
| Serial Number: | 75515330 | LA MANSION DEL RIO |
| Serial Number: | 77644970 | RANCHO LAS PALMAS COUNTRY CLUB |
| Serial Number: | 75761761 | OMNI HOTELS |
| Serial Number: | 75756298 | BARTON CREEK |
| Serial Number: | 75363950 | THE HOMESTEAD |
| Serial Number: | 77826892 | MOKARA |
| Serial Number: | 85082626 | BARTON CREEK RESORT & SPA |

CORRESPONDENCE DATA

Fax Number: 2147405760

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: (214) 740-1460

Email: rgarcia@bellnunnally.com

Correspondent Name: S. Roxanne Edwards

Address Line 1: Bell Nunnally & Martin LLP

Address Line 2: 2323 Ross Avenue, Suite 1900

Address Line 4: Dallas, TEXAS 75201

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 12896.00001 |
| NAME OF SUBMITTER: | S. Roxanne Edwards |
| SIGNATURE: | /S. Roxanne Edwards/ |
| DATE SIGNED: | 02/23/2022 |

Total Attachments: 9

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Trademark Assignment and License Agreement

This Trademark Assignment and License Agreement (this "Agreement") is made and entered into as the 2nd day of February, 2022 (the "Effective Date"), by and between Omni Hotels Management Corporation, a Delaware corporation with an address at 4001 Maple Avenue, Suite 500, Dallas, Texas 75219 USA ("Omni Hotels"), and Omni Name Company, a Delaware corporation with an address at 4001 Maple Avenue, Suite 500, Dallas, Texas 75219 USA ("Omni Name") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Omni Name is an affiliate of Omni Hotels, which manages and operates a portfolio of hotels and resorts (the "Business");

WHEREAS, Omni Hotels owns the entire right, title, and interest in and to the trademarks, including relevant trademark applications and registrations and common law rights, set forth on Schedule 1 as the Parties may mutually agree to amend from time to time (the "Trademarks");

WHEREAS, Omni Hotels wishes to assign, and Omni Name wishes to acquire, all right, title, and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS, Omni Hotels wishes to use the Trademarks, and Omni Name is willing to grant to Omni Hotels, a license to use the Trademarks.

NOW, THEREFORE, in consideration of the of the premises and the mutual promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Omni Hotels and Omni Name, the Parties hereby agree as follows:

1. Assignment. Omni Hotels hereby assigns to Omni Name all right, title, and interest in and to the Trademarks, and all goodwill associated with the Trademarks, including all income, royalties, or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present, or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment.
2. License. Subject to the terms and conditions of this Agreement, Omni Name hereby grants to Omni Hotels a perpetual, non-exclusive, royalty-free, non-transferable license to use the Trademarks in connection with the conduct of the Business, including the advertising, marketing, distribution, and sale of products and services in connection with the Business.
3. Sublicenses. Omni Hotels may not grant sublicenses under this Agreement except that Omni Hotels may grant a sublicense of any of its rights under this Agreement to one or more of its affiliates, provided that: (a) Omni Hotels shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement; and (b) each sublicense will terminate automatically effective as of the earlier of (i) termination of this Agreement and (ii) the date the sublicensee ceases to be an affiliate of Omni Hotels. An "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

4. Quality Control.

- a. Omni Hotels acknowledges and is familiar with the high standards and reputation for quality symbolized by the Trademarks, and Omni Hotels shall, at all times, conduct the Business and use the Trademarks in a manner at least consistent with such quality standards and reputation.
- b. Omni Hotels shall comply with all guidelines and specifications regarding the style, appearance, and usage of the Trademarks and shall ensure that all uses of the Trademarks under this Agreement comply with all applicable laws. Omni Hotels shall use proper notice symbols and legends as may be required under applicable law to maintain the Trademarks and Omni Name's rights therein.
- c. Omni Hotels will provide representative samples of its use of the Trademarks to Omni Name upon Omni Name's request and Omni Name (or its representative) may inspect Omni Hotels' or any sublicensee's facilities on reasonable notice and during normal business hours
- d. Omni Hotels acknowledges and agrees that, based on the special relationship of trust between the Parties, Omni Name may reasonably rely on Omni Hotels to perform any inspection or review necessary to ensure Omni Hotels' and its sublicensees' compliance with Omni Name's quality standards and the other requirements set forth in this Section 4.

5. Further Assurances. Omni Hotels will take additional steps and sign additional documents as reasonably requested by Omni Name to perfect the assignment of the Trademarks and to secure trademark registration or other protection for the Trademarks.

6. Protection and Enforcement of Trademark Rights. Omni Hotels shall promptly notify Omni Name in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the Trademarks by any third party of which it becomes aware. Omni Name has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of any such action or proceeding (including any settlement thereof). Omni Hotels shall provide Omni Name with all assistance that Omni Name may reasonably request, at Omni Name's expense, in connection with any such action or proceeding.

7. Indemnification. Omni Hotels shall indemnify, defend, and hold harmless Omni Name, its affiliates, officers, directors, employees, agents, and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses, or costs (including court costs and reasonable attorneys' fees) arising out of or in connection with any third-party claim, suit, action, or proceeding relating to: (a) any breach of this Agreement by Omni Hotels; or (b) use of any Trademark under this Agreement.

8. Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE TRADEMARKS, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY TRADEMARK IS VALID OR THAT THE EXERCISE BY LICENSEE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE RIGHTS OF ANY PERSON.

9. Limitation of Liability. EXCEPT FOR OMNI HOTELS' LIABILITY FOR INDEMNIFICATION UNDER SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE TRADEMARKS HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Governing Law. The validity, interpretation, and enforcement of this Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
11. Amendment. This Agreement may not be amended except in writing and signed by both Parties.
12. Assignment. Omni Hotels may not assign or transfer any of its rights or obligations under this Agreement other than to one of its affiliates without Omni Name's prior written consent.
13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, and attachments, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Omni Hotels and Omni Name have caused this Agreement to be executed by their duly authorized representatives.

Omni Hotels Management Corporation

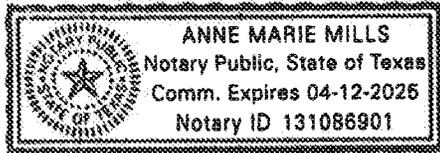
By: [Signature]
Name: Paul A. Jorge
Title: Senior Vice President
Date: February 2, 2022

State of Texas

County of Dallas

Before me, Paul A. Jorge, on this day personally appeared Paul A. Jorge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of February 2022.



(Seal)

[Signature]
Notary Public's Signature

Anne Marie Mills
Printed Name

4/12/25
Commission Expiration Date:

Omni Name Company

By:

Name: Paul A. Jorge

Title: Senior Vice President

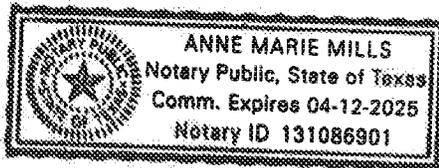
Date: February 2, 2022

State of Texas

County of Dallas

Before me, Paul A. Jorge, on this day personally appeared Paul A. Jorge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of February 2022.



(Seal)

Anne Marie Mills
Notary Public's Signature

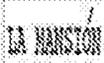
Anne Marie Mills
Printed Name

4/12/25
Commission Expiration Date:

SCHEDULE 1

| Trademark | Logo | Class(es) | Application Number | Registration Number |
|--|---|------------------------|--------------------|---------------------|
| LA MANSION & Design |  | 42 | 73262785 | 1172672 |
| BRETTON WOODS | | 35, 36 | 76698372 | 4030174 |
| JOYA SALON | | 3, 44 | 85431086 | 4142664 |
| JOYA SPA | | 41, 44 | 85431064 | 4146297 |
| LA COSTA | | 41 | 76/116717 | 2575474 |
| THE GROVE PARK INN | | 35, 41, 42 | 76/308813 | 2576108 |
| LA COSTA RESORT AND SPA | | 41 | 76/131625 | 2597128 |
| LA COSTA | | 42 | 76/116716 | 2606707 |
| THE GROVE PARK INN RESORT & SPA | | 35, 41, 42 | 76308812 | 2609605 |
| NEVER STAY THE SAME | | 35, 43 | 86768967 | 5056021 |
| OMNI | | 35, 36, 37, 39, 41, 42 | 74167628 | 1733463 |
| EL COLEGIO | | 42 | 73311447 | 1218696 |
| LAS CANARIAS | | 42 | 73311451 | 1218697 |
| DESIGN ONLY (Heron) |  | 25, 28 | 85863399 | 5110041 |
| MOUNT WASHINGTON RESORT | | 43 | 85306372 | 4284619 |
| MOUNT WASHINGTON HOTEL | | 43 | 85306363 | 4284618 |
| MOUNT WASHINGTON | | 43 | 76690740 | 4287108 |
| ZUMBIDO | | 43 | 86799857 | 5144331 |
| MOUNT WASHINGTON ALPINE & COUNTRY CLUB | | 41 | 76690739 | 4293762 |
| SAY GOODNIGHT TO HUNGER | | 35, 43 | 87064567 | 5154616 |

| Trademark | Logo | Class(es) | Application Number | Registration Number |
|--|---|---------------------------|--------------------|---------------------|
| MOUNT WASHINGTON RESORT | | 25 | 76690736 | 4307084 |
| Flower Design |  | 35, 36, 37, 39, 41, 42 | 74180575 | 1770363 |
| SAY GOODNIGHT TO HUNGER | | 35, 36 | 87185925 | 5257826 |
| ESP | | 42 | 74283018 | 1793056 |
| DESIGN ONLY (Heron) |  | 35, 36, 41, 43 | 85863267 | 4421311 |
| LAS CANARIAS RESTAURANT & Design |  | 43 | 78/202880 | 2784472 |
| Flower Design |  | 3, 16, 18, 21, 25, 30, 34 | 74180567 | 1813304 |
| BARLINES | | 43 | 85617058 | 4467137 |
| ROYAL ORLEANS | | 43 | 87424352 | 5426201 |
| OMNI | | 3, 16, 18, 21, 25, 30, 34 | 74166948 | 1848457 |
| THE NATIONAL GINGERBREAD HOUSE COMPETITION | | 41 | 87689809 | 5,593,750 |
| THE NATIONAL GINGERBREAD HOUSE COMPETITION AT THE OMNI GROVE PARK INN (& design) |  | 41 | 87689802 | 5,593,749 |
| DESIGN ONLY (Homestead Logo) |  | 42 | 73455115 | 1303289 |
| OMNI | | 42 | 73462460 | 1307554 |
| OMNI SELECT PLANNER | | 35, 43 | 87826129 | 5657792 |
| LA COSTA RESORT AND SPA | | 42 | 76131626 | 2962716 |
| MW (stylized) |  | 43, 44 | 88283728 | 5828489 |
| DESIGN ONLY (La Costa Logo) |  | 41, 43, 44 | 78256531 | 2987181 |

| Trademark | Logo | Class(es) | Application Number | Registration Number |
|---|---|------------|--------------------|---------------------|
| LA COSTA RESORT AND SPA & Design |  | 41, 43, 44 | 78256530 | 2987180 |
| DESIGN ONLY (Three Trees) |  | 42 | 73477057 | 1358535 |
| SELECT GUEST | | 42 | 74/433545 | 1940391 |
| OVER THE COUNTER | | 43 | 88560356 | 6044099 |
| THE AMELIA ISLAND CLUB | | 41, 42 | 74707083 | 1979839 |
| THE POWER OF ONE | | 42 | 74/691293 | 1987024 |
| GREAT HALL BAR | | 43 | 78725392 | 3133137 |
| SUNSET TERRACE | | 43 | 78/612157 | 3152202 |
| PARKER HOUSE | | 42 | 72148332 | 819282 |
| LA MANSION (Stylized) |  | 42 | 73323115 | 1418699 |
| THE LAST HURRAH! | | 42 | 73061783 | 1059636 |
| STANCE COFFEE | | 30 | 88770106 | 6323540 |
| THE ROYAL ORLEANS (Stylized) |  | 42 | 72256258 | 0828009 |
| RANCHO LAS PALMAS | | 41, 43 | 78938145 | 3244969 |
| DESIGN ONLY (Palm Trees) |  | 41, 43 | 78938208 | 3247339 |
| RANCHO LAS PALMAS RESORT & SPA | | 41, 43 | 78938182 | 3247337 |
| RANCHO LAS PALMAS RESORT & SPA & Design |  | 41, 43 | 78938191 | 3247338 |
| STANCE | | 30 | 88770111 | 6373949 |
| THE SPA & Design |  | 44 | 78/725596 | 3253051 |
| BEDFORD SPRINGS RESORT | | 43 | 78903087 | 3255685 |
| STANCE COFFEE & Design |  | 30 | 90189324 | 6421911 |
| THE CLUB AT LA COSTA & Design |  | 41 | 78859785 | 3306869 |

| Trademark | Logo | Class(es) | Application Number | Registration Number |
|---|---|----------------|--------------------|---------------------|
| THE SPA AT LA COSTA & Design |  | 44 | 78859814 | 3306870 |
| OMNI | | 39, 42 | 74480044 | 2106102 |
| SPA LAS PALMAS | | 44 | 78937961 | 3348507 |
| SPA UNDER THE STARS | | 43, 44 | 77186435 | 3372484 |
| Flower Design |  | 42 | 73637832 | 1487894 |
| OMNI HOTELS & Design |  | 42 | 73637833 | 1487895 |
| RANCHO LAS PALMAS COUNTRY CLUB & Design |  | 41 | 77/203168 | 3573346 |
| SKI BRETTON WOODS | | 41 | 76690734 | 3610771 |
| BRETTON WOODS | | 35 | 76690737 | 3641596 |
| BRETTON WOODS | | 25 | 76690742 | 3641597 |
| DESIGN ONLY (Heron/Quatrefoil) |  | 36, 41 | 75441401 | 2302787 |
| BRETTON WOODS | | 41, 43 | 76690741 | 3735529 |
| LA MANSION DEL RIO | | 42 | 75515330 | 2313420 |
| RANCHO LAS PALMAS COUNTRY CLUB | | 35, 41, 43 | 77644970 | 3779121 |
| OMNI HOTELS | | 42 | 75761761 | 2348751 |
| BARTON CREEK | | 25, 41, 42 | 75756298 | 2375038 |
| THE HOMESTEAD | | 35, 41, 42 | 75363950 | 2398895 |
| MOKARA | | 43, 44 | 77826892 | 3884036 |
| BARTON CREEK RESORT & SPA | | 35, 41, 43, 44 | 85082626 | 3925398 |