

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445358

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Capella Hotel Group LLC | FORMERLY The West Paces Hotel Group LLC | 05/24/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Capella Hotel Group Asia Pte. Ltd. | | |
| Street Address: | 1 Temasek Avenue | | |
| Internal Address: | #05-02 Millenia Tower | | |
| City: | Singapore | | |
| State/Country: | SINGAPORE | | |
| Postal Code: | 039192 | | |
| Entity Type: | Company: SINGAPORE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78950406 | AURIGA | |
| Serial Number: | 87036552 | CAPELLA | |
| Serial Number: | 86547214 | S | |
| Serial Number: | 85381519 | SOLIS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125215450 | | |
| <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: | 212-521-5400 | | |
| Email: | jgoodwill@reedsmith.com | | |
| Correspondent Name: | Clark W. Lackert | | |
| Address Line 1: | Reed Smith LLP | | |
| Address Line 2: | 599 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Clark W. Lackert | | |
| Address Line 1: | Reed Smith LLP | | |
| Address Line 2: | 599 Lexington Avenue | | |

OP \$115.00 78950406

| | |
|---|--------------------|
| Address Line 4: New York, NEW YORK 10022 | |
| NAME OF SUBMITTER: | Clark W. Lackert |
| SIGNATURE: | /Clark W. Lackert/ |
| DATE SIGNED: | 10/02/2017 |
| Total Attachments: 12 source=CHG Assignment#page1.tif source=CHG Assignment#page2.tif source=CHG Assignment#page3.tif source=CHG Assignment#page4.tif source=CHG Assignment#page5.tif source=CHG Assignment#page6.tif source=CHG Assignment#page7.tif source=CHG Assignment#page8.tif source=CHG Assignment#page9.tif source=CHG Assignment#page10.tif source=CHG Assignment#page11.tif source=CHG Assignment#page12.tif | |

Allen & Gledhill

Dated 24 May 2017

Capella Hotel Group LLC

and

Capella Hotel Group Asia Pte. Ltd.

IP ASSIGNMENT DEED

ALLEN & GLEDHILL LLP
ONE MARINA BOULEVARD #28-00
SINGAPORE 018989

TRADEMARK
REEL: 006167 FRAME: 0542

This Deed is made on the 24th day of May 2017 between:

- (1) **Capella Hotel Group Asia Pte. Ltd.** (previously known as "West Paces Hotel Group Asia Pte. Ltd.") (UEN No. 200614639G), a company incorporated in Singapore whose registered office is at 1 Temasek Avenue, #05-02 Millenia Tower, Singapore 039192 ("**CHGA**"); and
- (2) **Capella Hotel Group LLC** (previously known as "The West Paces Hotel Group LLC"), a limited liability company formed and existing in the State of Delaware, USA, whose registered office is at 3384 Peachtree Road NE, Suite 375, Atlanta, Georgia 30326, USA ("**CHG**"),

("Party" means either CHG or CHGA, and "Parties" means both CHG and CHGA).

Whereas:

- (A) CHG is the legal and beneficial owner of the Owned Business IP (as defined below).
- (B) CHG has agreed to assign to CHGA all Owned Business IP upon the terms set out in this Deed. CHGA has also agreed to immediately thereafter grant to CHG a licence to use certain Owned Business IP on the terms set forth in the IP Licence Agreement (as defined below).

It is agreed as follows:

1. Interpretation

In this Deed, unless the context otherwise requires, the provisions in this Clause 1 apply:

1.1 Definitions

1.1.1 [REDACTED]

1.1.2 "**Brands & Trademarks**" means: (i) the trademarks applied for or registered anywhere in the world in the name of CHG as set out in Part 1 of the Schedule; (ii) CHG's and/or its wholly-owned subsidiaries' rights to the words "Capella", "Solis" and/or "Auriga" in any form and anywhere in the world; and (iii) any goodwill anywhere in the world arising from CHG's and/or its wholly-owned subsidiaries' use of such trademarks or words;

1.1.3 "**Business**" means the business of operating and managing hotels carried on by CHG and/or its wholly-owned subsidiaries using the Brands & Trademarks immediately prior to Completion;

1.1.4 [REDACTED]

1.1.13 "Intellectual Property" means trade marks, service marks, trade or business names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, database rights, domain names, rights relating to social media networking platforms, identities and accounts, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights, whether presently existing, under development or created in the future, whether registered or not, and all presently existing applications for the same, in any part of the world, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

1.1.14 [REDACTED]

1.1.15 [REDACTED]

1.1.16 [REDACTED]

1.1.17 [REDACTED]

1.1.18 "Owned Business IP" means all of CHG's and its wholly-owned subsidiaries' rights, title and interests, everywhere in the world, in:

- (i) the Intellectual Property, which at or before Completion is used, capable of being used or enjoyed in connection with the Business, including the Brands & Trademarks, Business Data, Domain Names & Social Media Platforms, Identities and Accounts, Owned Website Content, Know-how and all other subject matter set out in the Schedule and where relevant, all related user rights, passwords, usernames and other account information;
- (ii) all words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans, signs and designs (excluding rights in distinctive design of buildings) (whether registered or unregistered and whether used alone or in connection with any other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans, signs and designs (excluding rights in distinctive design of

buildings)), which are used to identify, are by extent of usage associated with, or are otherwise used in connection with the Business, including any goodwill arising in connection with such use; and

- (iii) the goodwill of CHG and/or its wholly-owned subsidiaries in connection with the Business (including the inclusive right for CHGA to represent itself as carrying on the Business under the name "Capella Hotel Group" or any other related name used in conjunction with CHG's and/or its wholly-owned subsidiaries' past operating businesses, excluding the "Auburn" family of marks);

1.1.19 [REDACTED]

1.1.20 [REDACTED]

1.2 [REDACTED]

[REDACTED]

1.3 [REDACTED]

[REDACTED]

1.4 [REDACTED]

[REDACTED]

1.5 [REDACTED]

[REDACTED]

[REDACTED]

1.13 [REDACTED]

1.14 [REDACTED]

1.14.2 [REDACTED]

1.14.3 [REDACTED]

1.14.4 [REDACTED]

2. Assignment

2.1 CHG hereby assigns to CHGA, with effect from Completion, the Owned Business IP and all rights of action, powers and benefits arising from ownership of the Owned Business IP, throughout the world, in perpetuity and free from all Encumbrances whatsoever (including, anywhere in the world, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after Completion, and the benefits comprised in the Owned Business IP).

2.2 Notwithstanding Clause 2.1, to the extent that any Owned Business IP or any part thereof, anywhere in the world, may remain or become vested in CHG or its affiliates, CHG shall and hereby agrees to irrevocably assign, transfer and convey and/or undertakes to procure that such affiliates shall irrevocably assign, transfer and convey, absolutely and unconditionally, to CHGA, the said rights, title and interests by means of absolute legal assignments and transfers using a deed in a form substantially similar to this Deed or otherwise, in such terms as may reasonably be agreed by the Parties and which are suitable for transferring on a jurisdiction by jurisdiction basis all rights, title and interests to CHGA and for recording the assignments in the relevant registries where applicable.

2.3 [REDACTED]

2.3.1 [REDACTED]

2.3.2 [REDACTED]

2.3.3 [REDACTED]

2.4 [REDACTED]

[REDACTED]

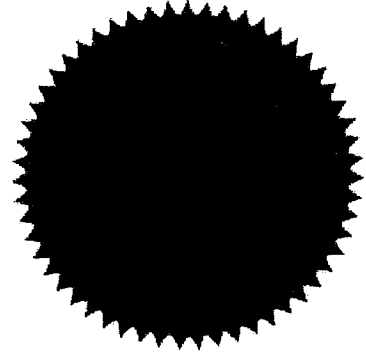
[REDACTED]

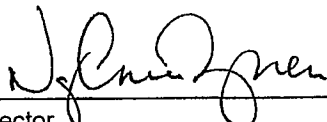
In witness whereof this Deed has been entered into by the parties on the date stated at the beginning.

The Common Seal of

Capella Hotel Group Asia Pte. Ltd.

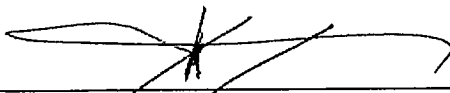
was hereunto affixed in the presence of:



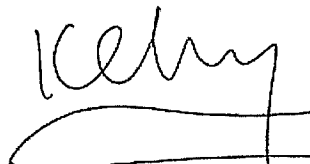


Director

NG CHEEYUEN



Director/Secretary



Secretary

KC MOY

Executed and delivered as a deed by

GARY DOUGLAS ENGLE

as duly authorised representative

for and on behalf of

Capella Hotel Group LLC

in the presence of:



Chui Wenjie Daniel
Advocate & Solicitor
Singapore

