

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Northbridge Credit LLC		03/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	United Time Group, LLC		
Street Address:	c/o Steve L. Waserstein WNF Law, PL		
Internal Address:	1111 Brickell Avenue, Suite 2200		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3025763	A	
Registration Number:	4396485	ASHFORD	
Registration Number:	4396484	ASHFORD.COM	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	03/12/2019		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company (“Assignor”) that holds a security interest in the trademarks owned by LUXI GROUP, LLC, a New York limited liability company (“LUXI”) listed on Exhibit A hereto pursuant to the Trademark Security Agreement between Assignor and LUXI dated as of March 28, 2018, and recorded with the USPTO at Reel/Frame 6312/0208 (the “Security Agreement”) attached as Exhibit B, hereby assigns, sells, transfers and conveys to UNITED TIME GROUP, LLC with an address of c/o Steve L. Wasserstein, WNF Law, PL, 1111 Brickell Avenue, Suite 2200, Miami, FL 33131 (“Assignee”), all of Assignor’s rights in and to the Security Agreement (the “Sale”).

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Security Agreement.

Notwithstanding anything to the contrary contained herein or in any other agreement between Assignor and Assignee, **THE PARTIES ACKNOWLEDGE THAT THE SALE IS “AS IS” AND WITHOUT RECOURSE, AND IS WITHOUT ANY REPRESENTATIONS OR WARRANTIES (INCLUDING ANY IMPLIED REPRESENTATIONS AND WARRANTIES) EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT FOR PURCHASE AND SALE OF LOANS OR OMNIBUS AGREEMENT, EACH DATED THE DATE HEREOF, BETWEEN ASSIGNOR AND ASSIGNEE.**

[Signature page follows]

In Witness Whereof, the undersigned has executed this Assignment on behalf of Assignor, effective as of this 11th day of March, 2019.

CIT NORTHBRIDGE CREDIT LLC
"Assignor"

By: *Jacqueline P. Iervese*

Printed: Jacqueline P. Iervese

Title: Vice President

Exhibit A

Trademarks


Mark	U.S. Reg. No.	Reel/Frame of Assignor's Security Interest Recordation
A & Design 	3025763	6312/0208
ASHFORD	4396485	6312/0208
ASHFORD.COM	4396484	6312/0208

Exhibit B

Trademark Security Agreement

#63411160_v1

ASSIGNMENT FOR SECURITY - TRADEMARKS

THIS AGREEMENT FOR SECURITY – TRADEMARKS (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, this “Assignment”), dated as of March 28, 2018, is entered into by and between LUXI GROUP, LLC, a New York limited liability company (the “Assignor”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company, as agent under the below-defined Loan Agreement (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, Assignor, has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for with the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Assignor has entered into that certain Loan, Security and Guarantee Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of the date hereof, among Assignor, certain of Assignor’s Affiliates (as defined in the Loan Agreement), the financial institutions party thereto from time to time as lenders (collectively, the “Lenders”) and Agent; and

WHEREAS, pursuant to the Loan Agreement, Assignor has assigned to the Agent and granted to the Agent for the benefit of each Lender and the other Secured Parties (as defined in the Loan Agreement) a continuing security interest in, among other assets, all right, title and interest of Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Trademark Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

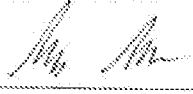
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Agent, and grants to the Agent for the benefit of the Lenders, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

LUXI GROUP, LLC

By: 

Name: Mozes Hoch
Title: President

SCHEDULE A TO ASSIGNMENT FOR SECURITY
TRADEMARKS

Trademark	Registration/Application No.	Registration/ Application Date	Assignor
A & Design 	3025763	12/13/2005	Luxi Group, LLC
ASHFORD	4396485	09/03/2013	Luxi Group, LLC
ASHFORD.COM	4396484	09/03/2013	Luxi Group, LLC