

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522437

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900495950		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxi Group, LLC		03/22/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	United Time Group, LLC		
Street Address:	c/o Steve L. Waserstein, WNF Law		
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:	4396485	ASHFORD	
Registration Number:	4396484	ASHFORD.COM	
Registration Number:	3025763	A	
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		
ATTORNEY DOCKET NUMBER:	184436-010100		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	05/07/2019		

Total Attachments: 4

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CERTIFICATE of SALE and FACT

Know all Men by these Presents:

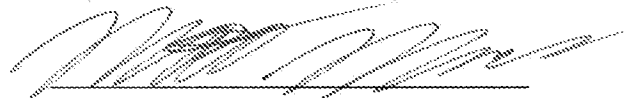
That by virtue of a default under that certain Loan, Security and Guarantee Agreement, dated as of March 28, 2018 (as amended, modified or supplemented from time to time, the "Loan Agreement"), among United Time Group, LLC (the "Secured Party") (as assignee from CIT Northbridge Credit LLC and CIT Northbridge Funding I LLC) and Alliance Time Holdings, LLC, Mont D'Or of America, LLC, and Luxi Group, LLC (collectively, the "Obligors"), and in accordance with its rights under such Loan Agreement, Secured Party, by MATTHEW D. MANNION, Licensed Auctioneer, did on the 22nd day of March, 2019, conduct a public auction (the "Auction") of the Collateral listed on Schedule A attached hereto.

The Collateral was, by virtue of the powers vested in me, knocked down and sold as is, with no representations or warranty, no guarantee, either expressed or implied, all as further set forth in the Public Notice of Sale (the "Public Notice") which was available to all bidders on March 14, 2019.

Public Notice was given by publication on March 14, 2019 and March 18, 2019 in the New York Post, a newspaper of general circulation. In addition, on March 14, 2019, Secured Party sent the Public Notice directly to competitors and liquidators identified by Secured Party as potential interested bidders.

Secured Party was designated as the winning bidder at the Auction, acquiring the right, title and interest in the Collateral for the sum of a credit bid of the obligations owed to Secured Party by the Obligors in the amount of \$ [REDACTED]

In Witness Whereof, I have hereunto set my hand on the 22nd day of March, 2019 at 1:05 p.m. Eastern Time.



Matthew D. Mannion, Auctioneer for
Mannion Auctions, LLC
DCA License No. 1434494
305 Broadway, Suite 200
New York, New York 10007
(212) 267-6698 |
MDMannion@JPandR.com

SCHEDULE A

Sale Assets¹

- (a) all Accounts;
- (b) all Chattel Paper, including electronic chattel paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles, including Intellectual Property;
- (g) all Goods, including without limitation, Inventory, Equipment and fixtures;
- (h) all Instruments;
- (i) all Investment Property, including, without limitation, all Equity Interests in each Subsidiary of the Obligors (including, without limitation, all Excluded Subsidiaries)²;
- (j) all Letter-of-Credit Rights;
- (k) all Supporting Obligations;
- (l) all cash, Cash Equivalent and monies, whether or not in the possession of under the control of Agent, a Lender, or a bailee or Affiliate or a Lender, including without limitation, any Cash Collateral;
- (m) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including without limitation, proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Collateral; and
- (n) all books and records (including without limitation, customer lists, blueprints, technical specifications, manuals, files, correspondence, tapes, computer programs, print-outs, computer records, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to the Collateral or are otherwise necessary or helpful in the collection of realization thereupon)

¹ Capitalized terms shall have the meanings ascribed to them in the Loan Agreement.

² With respect to the pledge of Equity Interests in any Excluded Foreign Subsidiary directly held by the Obligor, the Collateral includes: (a) only 65% of the voting Equity Interests of such directly held Excluded Foreign Subsidiary; and (b) 100% of the nonvoting Equity Interests of such directly held Excluded Foreign Subsidiary.

ACTIVE 42514178v2

SECURED PARTY BILL OF SALE

For and in consideration of a credit bid of [REDACTED] and other good and valuable consideration paid by United Time Group, LLC (the "Secured Party"), as Agent and Lender under that certain Loan, Security, and Guarantee Agreement dated as of March 28, 2018, among Alliance Time Holdings, LLC, Mont D'Or of America, LLC and Luxi Group, LLC (collectively, the "Obligors"), the receipt and sufficiency of which is hereby acknowledged, Secured Party has acquired all of the right, title and interest in and to the assets of the Obligors listed on Exhibit A attached hereto upon which the Secured Party holds a first priority lien and security interest as Agent under the Loan Agreement (collectively, the "Sale Assets") pursuant to Sections 9-610 of Article 9 of the New York Uniform Commercial Code.

IN WITNESS WHEREOF, Secured Party has executed this Bill of Sale at 1:05 p.m. Eastern Time this 22nd day of March, 2019.

UNITED TIME GROUP, LLC

By: 

Name: Izac Ben-Shmuel

Title: Manager

EXHIBIT A

Sale Assets¹

- (a) all Accounts;
- (b) all Chattel Paper, including electronic chattel paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles, including Intellectual Property;
- (g) all Goods, including without limitation, Inventory, Equipment and fixtures;
- (h) all Instruments;
- (i) all Investment Property, including, without limitation, all Equity Interests in each Subsidiary of the Obligors (including, without limitation, all Excluded Subsidiaries)²;
- (j) all Letter-of-Credit Rights;
- (k) all Supporting Obligations;
- (l) all cash, Cash Equivalent and monies, whether or not in the possession of under the control of Agent, a Lender, or a bailee or Affiliate or a Lender, including without limitation, any Cash Collateral;
- (m) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including without limitation, proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Collateral; and
- (n) all books and records (including without limitation, customer lists, blueprints, technical specifications, manuals, files, correspondence, tapes, computer programs, print-outs, computer records, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to the Collateral or are otherwise necessary or helpful in the collection of realization thereupon)

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² With respect to the pledge of Equity Interests in any Excluded Foreign Subsidiary directly held by the Obligor, the Collateral includes: (a) only 65% of the voting Equity Interests of such directly held Excluded Foreign Subsidiary; and (b) 100% of the nonvoting Equity Interests of such directly held Excluded Foreign Subsidiary.