

04-21-2000



To the Honorable Commissioner

and original documents or copy thereof.

1. Name of conveying party(ies):

101328816

of receiving party(ies):

**Boca Raton Hotel and Club Limited Partnership
by BRMC, L.P., a Delaware Limited Partnership, a
General Partner**

Name: **Panthers BRHC Limited**

Internal Address: **450 East Las Olas Boulevard**

Street Address: **Suite 1500**

City: **Ft. Lauderdale** State: **FL** ZIP: **33301**

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership-Florida

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Florida**
- Other

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

3-20-00

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 25, 1997**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,480,125

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Lin M. Cherry, Esq.**

Internal Address: **Akerman, Senterfitt & Eidson, P.A.**

Street Address: **One S.E. Third Avenue, 27th Floor**

City: **Miami** State: **FL** Zip: **33131**

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) **\$65.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lin M. Cherry, Esq.

Name of Person Signing

Signature

Date

1

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (ext. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

04/20/2000 DNGUYEN 00000361 1480125

01 FC:481
02 FC:482

40.00 OP
25.00 DP

M1484578.1

**TRADEMARK
REEL: 002056 FRAME: 0574**

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of this 25th day of June, 1997, by and between **Boca Raton Hotel and Club Limited Partnership**, a Florida limited partnership, as the assignor (the "Assignor"), and **Panthers BRHC Limited**, a Florida limited partnership, as assignee (the "Assignee").

RECITALS

WHEREAS, Assignor owns all rights in and to the trademarks "Boca Raton Resort and Club," "Boca Raton Hotel and Club," "Beach Club," "Crest," "Crown R," "Quite Simply the Best," "Boca Breeze," "Forever Glades," "The Best of Everything," "Boca Botanicals," "Boca By Design," "Boca Bunch," "Bocatan," "Bocablock," "Bocaratan," "Boca Beach," "The Boca," "Boca Boca," "Camp Boca," "Boca International," "Boca-to-Go," "Boca Baby," "Boca Screen," "Boca Bake," "Boca Tan Extender," "Bocaloe," and "Boca at the Beach," for use in connection with the goods/services set forth in Exhibit A, including all derivative trademarks, all associated designs, the registrations of these trademarks and any and all other trademarks used in connection with the business of Assignor (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignor desires to grant and Assignee desires to acquire an assignment of the Trademarks and all Trademark Rights (as defined below) in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue;

WHEREAS, Assignor's business is ongoing and existing and Assignee is or intends to be the successor to the business of Assignor;

WHEREAS, Assignee desires to have its assignment in the Trademarks confirmed by a document identifying that assignment and in a form as may be recorded in the United States Patent and Trademark Office;

WHEREAS, Assignor desires to grant Assignee all of its rights in and to all designs, pictures, drawings, photographs, characters, graphics, and any other copyrightable materials which were created for use in connection with, were actually used in connection with or incorporate any of the Trademarks referenced on Exhibit A or any derivatives thereof (the "Designs").

WHEREAS, Assignee is desirous of acquiring an assignment of Assignor's rights in and to the Designs, which would be effective as of and relate back to the date on which each Design was created.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

1. **Assignment.** Assignor does hereby assign unto Assignee all worldwide right, title, interest and claims in and to:

- (a) The Trademarks and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks and proceeds of any and all of the above (the Trademarks, royalties and proceeds being referred to collectively in this Agreement as the "Trademark Rights");
- (b) The goodwill of the business connected with the use of, and symbolized by, the Trademarks (which rights, interests and claims being referred to in this Agreement as "Goodwill"), as indicated by the assignment of all right, title, interest and claim in and to substantially all assets of the Assignor; and
- (c) Existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property").
- (d) All the rights in and to the Designs of every kind, nature and description, including, but not by way of limitation: (i) the physical sketches, drawings, prints, slides, negatives and copies which actually exist; (ii) the right to secure copyright thereon anywhere throughout the world, in Assignee's name or otherwise; (iii) any and all publication rights therein, in whatever form; (iv) the right to use, license, exploit, sell or otherwise dispose thereof in any manner and for any purpose Assignee sees fit; and (v) any and all subsidiary rights therein; and (vi) existing and future profits and damages for past and future infringements of the Designs, (the Designs, together with all of the foregoing, the "Copyright Property").

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/or file of record, all assignment, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property and the Copyright Property (the Trademark Property and Copyright Property hereinafter collectively referred to as the "Intellectual Property"); (2) to grant or issue an exclusive or non-exclusive license under the Intellectual Property to any other person, (3) to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Intellectual Property to any other person, (4) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Intellectual Property as provided herein, (5) to defend or compromise any and all actions, suits or proceedings in respect of the Intellectual Property and to do all things in relation thereto as Assignee shall deem advisable, and (6) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Intellectual Property and the Designs. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignor here ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Benefit.** This Agreement shall be binding upon, and inure to the benefit of, the Assignor and Assignee and their respective successors and assigns.

4. **Waiver, Modification or Cancellation.** Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of the same, shall not be valid unless made in writing and signed by the parties hereto.

5. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Florida applicable to agreements which are executed and fully performed within the state.

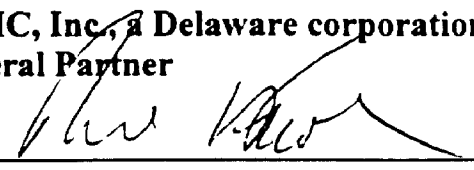
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR:

BOCA RATON HOTEL AND CLUB LIMITED PARTNERSHIP, a Florida Limited Partnership

By: BRMC, L.P., a Delaware Limited Partnership, as General Partner

By: BRMC, Inc., a Delaware corporation, as General Partner

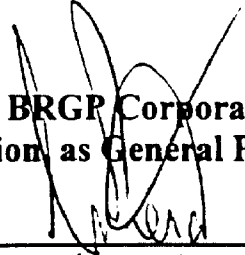
By: 

Theodore V. Fowler
Chief Executive Officer

ASSIGNEE:

PANTHERS BRHC LIMITED, a Florida Limited Partnership

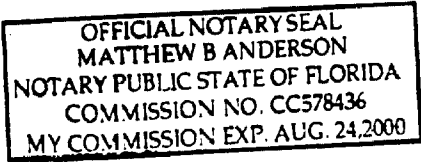
By: Panthers BRGP Corporation, a Florida corporation, as General Partner

By: 

Name: WILLIAM M. PIERCE
Title: VICE PRESIDENT

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25th day of June, 1997 by Theodore V. Fowler, the Chief Executive Officer of BRMC, Inc., a Delaware corporation, as general partner of BRMC, L.P., a Delaware limited partnership, as general partner of Boca Raton Resort and Club Limited Partnership. He is personally known to me or has produced _____ (type of identification) as identification.

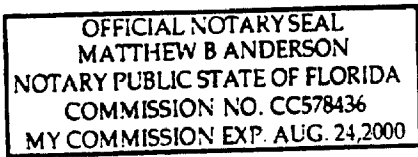


[Signature]
NOTARY PUBLIC STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25th day of June, 1997 by WILLIAM M. PIERCE, the VICE PRESIDENT of Panthers BRGP Corporation, as general partner of Panthers BRHC Limited, a Florida limited partnership. He is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
NOTARY PUBLIC, STATE OF _____

(Print, Type or Stamp Commissioned Name of Notary Public)

EXHIBIT A

Federal Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Goods/Services</u>
Boca Beach Club	1,480,125	Hotel and restaurant services

Florida Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Goods/Services</u>
The Boca Raton Resort and Club	T09,858	Hotel, resort and private Country Club

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Goods/Services</u>
Boca By Design	75/131,301	Group meetings; decoration services including florist services and providing specialty linens and theme decorations

Abandoned Trademark Applications and Canceled Registrations

<u>Trademark</u>	<u>Regis./Serial No.</u>	<u>Goods/Services</u>
Boca Raton Resort and Club	1,594,574	Resort, hotel, restaurant and night club services; Marina services; Golf, tennis and health club services
Boca Raton Hotel and Club	1,481,933	Resort, hotel, restaurant and night club services; Marina services; Golf, tennis and health club services
Crest	1,481,932	Resort, hotel, restaurant and night club services; Marina services; Golf, tennis and health club services
Crown R	1,481,934	Marina services

<u>Trademark</u>	<u>Regis./Serial No.</u>	<u>Goods/Services</u>
Quite Simply the Best	1,548,776	Hotel services, including management and reservations
Best Girls	1,400,715	Hotel reservation and information services
Boca Breeze	74/301,044	Retail store and catalog services featuring swimwear and sportswear
Forever Glades	74/383,510	Clothing, namely T-shirts, sweatshirts, sweaters and hats
The Best of Everything	74/445,336	Hotel and restaurant and services
Boca Botanicals	75/045,695	Lotions, cremes, shampoos, soaps, cosmetics, nail products, sun products, perfume, vitamins, audio tapes, books and gift baskets
Boca Bunch	74/023,313	Children's clothing and toys
Bocatan	74/023,296	Suntan products, and cosmetics
Boca Block	74/023,297	Suntan products and cosmetics
Bocaratan	74/023,302	Suntan products and cosmetics
Boca Beach	74/023,301	Sports, beach and casual clothing, retail and mail order clothing sales services
The Boca	74/023,305	Retail and mail order sales services of clothing, paper goods, pens, electronics, luggage, cosmetics, sunglasses, etc.
Boca Boca	74/023,304	Retail and mail order sales services of clothing, paper goods, pens, electronics, luggage, cosmetics, sunglasses, etc.
Camp Boca	74/023,299	Children's clothing, toys and camp and children's entertainment services
Boca International	74/023,201	Clothing and toys

<u>Trademark</u>	<u>Regis./Serial No.</u>	<u>Goods/Services</u>
Boca-To-Go	74/023,298	Retail and catalog sales services.
Forever Glades	74/383,510	Clothing

Unregistered Trademarks

<u>Trademarks</u>	<u>Goods/Services</u>
Boca Screen	Sun products and cosmetics
Boca Bake	Sun products and cosmetics
Boca Tan Extender	Sun products and cosmetics
Bocaloe	Sun products and cosmetics
Boca at the Beach	Retail store services
Boca Baby	Children's clothing, retail and catalog sales services