

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Palm Diversified Holdings, Inc.		06/26/2006	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paramount Equities LLC		
<b>Street Address:</b>	2003 Western Ave., Suite 500		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98121		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2368964	PARAMOUNT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)389-1708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-624-3600		
<b>Email:</b>	bgoto@riddellwilliams.com		
<b>Correspondent Name:</b>	Bruce T. Goto		
<b>Address Line 1:</b>	1001 Fourth Ave., Suite 4500		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98154		
<b>ATTORNEY DOCKET NUMBER:</b>	60014.4		
<b>NAME OF SUBMITTER:</b>	Bruce T. Goto		
<b>Signature:</b>	/bruce t. goto/		
<b>Date:</b>	07/13/2006		

OP \$40.00 2368964

**Total Attachments: 4**

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### Trademark Security Agreement

SECURITY AGREEMENT, dated as of June 26, 2006, between Royal Palm Diversified Holdings, Inc., a Florida corporation with an address at 1499 W. Palmetto Park Road, Suite 200, Boca Raton, FL 33486-3321 (the "Debtor"), and Paramount Equities LLC, a Washington state limited liability company with an address at 2003 Western Avenue, Suite 500, Seattle WA 98121 (the "Secured Party"). Debtor and Secured Party hereby agree as follows:

#### Section 1. Definitions; Interpretation.

(a) Terms Defined in Trademark Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Trademark Purchase Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Mark" means the trademark PARAMOUNT, which is the subject of U.S. Reg. No. 2,368,964.

"Trademark Purchase Agreement" means that certain Trademark Purchase Agreement, dated as of the date hereof, between Debtor and Secured Party regarding the Mark.

"UCC" means the Uniform Commercial Code as in effect in the State of Washington.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

#### Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment of all amounts owed by Debtor to Secured Party under the Trademark Purchase Agreement, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(1) the Mark and all state (including common law), federal and foreign rights therein arising after execution of the Trademark Purchase Agreement and use of the transferred Mark by Debtor in hotel services, including but not limited to U.S.

Reg. No. 2,368,964 and all applications for registration of the Mark (but excluding any application to register the Mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for the Mark to the extent the creation of a security interest therein would void or invalidate the Mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, and all reissues, extensions and renewals of any of the foregoing; and

(2) the entire goodwill of or associated with the businesses conducted by Debtor connected with and symbolized by the Mark after the execution of the Trademark Purchase Agreement. Such transfer of good will does not encompass the use of the Mark "PARAMOUNT" for areas of commerce other than hotel services.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 9.

Section 3. Supplement to Trademark Purchase Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Trademark Purchase Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Trademark Purchase Agreement, all terms and provisions of which are incorporated herein by reference.

Section 4. Further Acts. On a continuing basis, as reasonably requested, Debtor shall make, execute, acknowledge and deliver to Secured party to file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Secured Party. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

Section 5. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Trademark Purchase Agreement.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Washington, except as required

by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Washington.

**Section 7. Entire Agreement; Amendment.** This Agreement and the Trademark Purchase Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Trademark Purchase Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement as provided in Section 4 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Trademark Purchase Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Trademark Purchase Agreement.

**Section 8. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**Section 9. Termination.** Upon payment by Debtor to Secured Party of all amounts owed under the Trademark Purchase Agreement, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

**Section 10. No Inconsistent Requirements.** Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

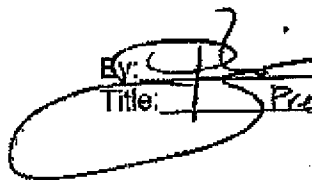
**Section 11. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not

invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

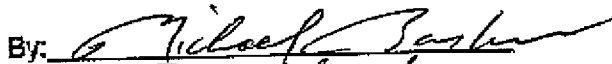
Section 12. Notices. All notices and requests in connection with this Agreement shall be deemed given as of the date they are received either by messenger, delivery service, confirmed fax, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as set forth in the first paragraph of this Agreement, or such other address as either party may indicate with at least 10 days prior notice to the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Royal Palm Diversified Holdings, Inc.

By:   
Title: President

Paramount Equities LLC

By:   
Title: President