

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olympus/Huron Florida Limited Partnership		04/30/2008	LIMITED PARTNERSHIP: FLORIDA
RECEIVING PARTY DATA			
Name:	Cheeca Holdings, LLC		
Street Address:	81801 Overseas Highway		
City:	Islamorada		
State/Country:	FLORIDA		
Postal Code:	33036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2773042	CHEECA LODGE	
CORRESPONDENCE DATA			
Fax Number:	(561)395-2648		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561 395 5511		
Email:	RRosenwasser@FRGlaw.com		
Correspondent Name:	Ronald N. Rosenwasser		
Address Line 1:	5355 Town Center Road		
Address Line 2:	Suite 801		
Address Line 4:	Boca Raton, FLORIDA 33486		
ATTORNEY DOCKET NUMBER:	6056.3100		
NAME OF SUBMITTER:	Ronald N. Rosenwasser		
Signature:	/ronald n. rosenwasser/		

OP \$40.00 2773042

Date:

07/01/2008

Total Attachments: 4

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CONFIRMATORY ASSIGNMENT OF TRADEMARK

This confirmatory assignment of trademark is entered on April 30, 2008, by OLYMPUS/HURON FLORIDA LIMITED PARTNERSHIP ("Assignor") and CHEECA HOLDINGS, LLC ("CHL").

- A. On the Effective Date, Assignor assigned to CHL, among other things, its rights, if any, in the Mark, together with the goodwill pertinent thereto, and the Registration. Assignor did so pursuant to the Agreement for Sale and Purchase Of Hotel entered by Assignor and CHL on March 20, 2003 (the "Purchase Agreement"). CHL is still the owner of the property conveyed pursuant to the Purchase Agreement.
- B. Notwithstanding the foregoing assignment, the Principal Register of the Patent and Trademark Office names Assignor as the record owner of the Registration.
- C. The parties want to confirm and better evidence and memorialize the foregoing assignment and have the Principal Register amended to reflect that CHL owns the Registration and is the record owner thereof.

NOW, THEREFORE, for \$10, and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agreement follows:

- 1) **Assignment.** Assignor hereby assigns to CHL – and CHL hereby accepts – the following:
 - a) the Mark, together with the goodwill pertinent thereto;
 - b) the Registration; and
 - c) the right to recover damages and profits and all other remedies for past infringements of the Mark.

The foregoing assignment is deemed effective as of the Effective Date.

- 2) **Further Assurances.** Assignor shall, at Assignee's expense, execute and deliver any further documents or instruments that CHL may reasonably request to confirm, effect and evidence the assignments in Section 1) and to have the Patent and Trademark Office amend the Registration to reflect that CHL is the record owner thereof; provided this covenant shall expire December 31, 2008.
- 3) **Definitions.** For the purposes of this Assignment:
 - a) "Agreement Date" means the date this Assignment is being entered, which date is set forth in the first paragraph of this Assignment.

- b) "Assignment" means this confirmatory assignment of trademark;
- c) "Assignor" means Olympus/Huron Florida Partnership, a Florida partnership, with principal offices on the Effective Date were located at 650 Fifth Avenue, 24th Floor, New York, NY 10111;
- d) "CHL" means Cheeca Holdings, LLC, a Delaware limited liability company, with principal offices located at 81801 Overseas Highway, Islamorada, Florida 33036;
- e) "Effective Date" means May 30, 2003;
- f) "herein," "hereunder," and "hereof" refer to this Assignment, and not to the specific section in which that term occurs;
- g) "including (include)" means "including (include), without limitation";
- h) "Mark" means the service mark *Cheeca Lodge*®
- i) "or," as in "A or B or both";
- j) "Registration" means the federal trademark registration for the Mark, which registration was granted on October 14, 2003, and has been assigned registration number 2773042; and
- k) "Services" means hotel, motel and resort hotel services; restaurant and bar services; and making hotel reservations for others.

4) **General Provisions.**

- a) All of the terms and provisions of this Assignment, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.
- b) This Assignment and all transactions contemplated by this Assignment are to be governed by, and construed and enforced in accordance with, federal trademark law and the internal laws of the State of Florida without regard to principles of conflicts of laws.
- c) This Assignment may be executed in two or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature pages is binding upon any party so confirming or telecopying.

Notwithstanding anything to the contrary contained herein or in any other document executed by and between Assignor and CHL, this Agreement is made by Assignor without

warranty or representation of any kind. Without limiting the generality of the foregoing, Assignor makes no representation or warranty that it now owns or ever owned any right, title or interest in the matters conveyed hereby. CHL agrees that the aggregate liability of Assignor and its affiliates to CHL for any matters related to this Agreement shall, in all events be limited to ten dollars (\$10.00).

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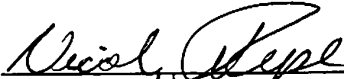
The undersigned are entering this Assignment on the Agreement Date.

ASSIGNOR

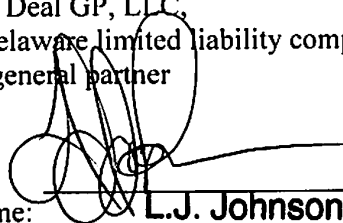
CHL

OLYMPUS/HURON FLORIDA PARTNERSHIP, CHEECA HOLDINGS, LLC
a Florida general partnership

By: Oly Cheeca, L.P.,
a Texas limited partnership,
its managing general partner

By: 
Name: Nicole Tepe
Title: Chief Financial Officer

By: Oly Deal GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: L.J. Johnson
Title: Vice President

Signature Page

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RECORDED: 07/01/2008

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