

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement to that Loan Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ultimate Escapes Clubs LLC		05/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3223509	ULTIMATE RESORT
Registration Number:	3350482	ULTIMATE VACATION
Registration Number:	3310264	MEMBER APPRECIATION PROGRAM (MAP)
Serial Number:	77275810	ULTIMATE ESCAPES
Serial Number:	77377598	ULTIMATE ESCAPES
Serial Number:	77280148	ULTIMATE RESORT ESCAPES
Serial Number:	77419716	ULTIMATE DISCOVERY
Serial Number:	77377638	UE
Serial Number:	77376740	UE
Serial Number:	77452193	ULTIMATE
Serial Number:	77452047	LIVING LIFE TO THE ULTIMATE
Serial Number:	77466030	ULTIMATE MOMENTS
Serial Number:	77466042	ULTIMATE EXPERIENCES
Serial Number:	77466716	UR

OP \$515.00 3223509

Registration Number:	3087191	PRIVATE ESCAPES
Registration Number:	3087222	PE PRIVATE ESCAPES
Registration Number:	3084555	PRIVATE ESCAPES PLATINUM
Registration Number:	3075835	PE PRIVATE ESCAPES PLATINUM
Serial Number:	77217701	PRIVATE ESCAPES PINNACLE
Serial Number:	77217770	PRIVATE ESCAPES PINNACLE

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Elizabeth A Stafford, IP Specialist
Address Line 1: 2001 Ross Avenue, Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0475
NAME OF SUBMITTER:	Elizabeth A. Stafford
Signature:	/Elizabeth A. Stafford, IP Specialist/
Date:	07/16/2008

Total Attachments: 71

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of May 23, 2008 is made by and between **ULTIMATE ESCAPES CLUBS, LLC**, a Delaware limited liability company ("Debtor"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as collateral, administrative and payment agent for the Lenders defined below (in such capacities, "Secured Party").

RECITALS

A. Each of the entities listed on Schedule B attached hereto (each individually a "UR Borrower" and collectively, "UR Borrowers"), Secured Party, as Agent for itself and certain Lenders (as defined below) and the Lender party thereto have entered into that certain Loan and Security Agreement, dated as of April 30, 2007 (such agreement, as amended, restated or otherwise modified from time to time, being hereinafter referred to as the "UR Loan Agreement"), pursuant to which Secured Party and the Lenders have agreed to make certain financial accommodations to UR Borrowers.

B. Each of the entities listed on Schedule C attached hereto (each individually a "PE Borrower" and collectively, "PE Borrowers"), Secured Party, as Agent for itself and certain Lenders (as defined below) and the Lender party thereto have entered into that certain Loan and Security Agreement, dated as of April 19, 2006 (such agreement, as amended, restated or otherwise modified from time to time, being hereinafter referred to as the "PE Loan Agreement"), pursuant to which Secured Party and the Lenders have agreed to make certain financial accommodations to PE Borrowers.

C. Pursuant to each Loan Agreement and as one of the conditions precedent to Agent's consent to certain agreements, amendments, waivers or modifications requested by Borrowers (as defined below), Debtor has agreed to execute and deliver this Agreement to Secured Party, for itself and the benefit of the Lenders, for filing with the PTO (as defined below) and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

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

“Borrower” or **“Borrowers”** shall mean, collectively, the UR Borrowers and PE Borrowers.

“Event of Default” means any Event of Default under either Loan Agreement.

“Lender” or **“Lenders”** shall have the meaning ascribed to such term under each Loan Agreement.

“Loan Agreement” or **“Loan Agreements”** shall mean, collectively, each of the UR Loan Agreement and the PE Loan Agreement, as amended or modified from time to time.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined in UCC Section 9-102(a)(64), all insurance proceeds, and all proceeds of Proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean all liabilities, obligations (including the Obligations), or undertakings owing by any Borrower under the Loan Documents to Secured Party or any Lender of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by each Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which any Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Maryland.

“United States” and “U.S.” each mean the United States of America.

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

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreements.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and either Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of either Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrowers or Debtor and supplemental rights and

remedies in favor of Secured Party (whether under Maryland law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with either Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Secured Party, for the benefit of the Lenders, a continuing, first priority security interest in all of Debtor's right, title, if any, and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "**Trademark Collateral**"):

(i) all common-law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any state of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same (collectively, the "**Trademarks**");

(ii) all claims and causes of action or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral that shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into each Loan Agreement and all understandings, agreements and provisions contained in each Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in each Loan Agreement.

(d) Licenses. Anything in the Loan Agreements or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Secured Party, for the benefit of the Lenders, therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by Secured Party, for the benefit of the Lenders, and to accomplish the purposes of this Agreement. Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority (i) if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of the Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party in the exercise of its Permitted Discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party, for the benefit of the Lenders, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, provide notice of the security interest in the Trademark Collateral held by Secured Party, for the benefit of the Lenders, or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of any Borrower or Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed or for which Debtor intends to file an application with the PTO or any

corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed on Schedule A is subsisting or Debtor intends to file an application with the PTO and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and, to the best of its knowledge, good and defensible title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by Debtor, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Exceptions), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party, for the benefit of the Lenders, a security interest in all of its Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Debtor covenants that so long as this Agreement shall be in effect, Debtor shall:

(a) Compliance with Law. Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which, in Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter; provided, however, that anything in the Loan Agreements or this Agreement to the contrary notwithstanding, Debtor may abandon non-

material Trademark Collateral in the ordinary course of business consistent with past practice. Debtor does not guarantee registration of marks applied for in pending trademark applications;

(b) Compliance with Agreement. Comply with each of the terms and provisions of this Agreement, the Loan Agreements, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement without Secured Party's prior written consent; and

(c) Lien Protection. Not permit the inclusion in any contract to which Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of Secured Party, for the benefit of the Lenders, in any of Debtor's rights and interest in the Trademark and the Trademark Collateral, and Debtor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademark or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, Debtor shall, on the first day of every third month after the date hereof, provide written notice to Secured Party identifying any and all rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks obtained by Debtor during the preceding three-month period. If and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. Debtor shall do all things deemed necessary or advisable by Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party, for the benefit of the Lenders, in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party and Lenders. Notwithstanding any provision contained in this Agreement, neither Secured Party nor any Lender shall have a duty to exercise any of the rights, privileges or powers afforded to it, nor be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall not have a duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral. Notwithstanding anything herein to the contrary, Debtor may, at all times, in its sole discretion, preserve Trademark Collateral, at its sole expense.

8. [Intentionally Omitted]

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreements, any other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to UCC Section 9-610. Debtor hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party, for the benefit of the Lenders, has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of the Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral after the occurrence and during the continuation of an Event of Default, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party and their respective successors and assigns; however, the foregoing shall not constitute Secured Party's or any Lender's consent to the assignment by Debtor of its rights or obligations under this Agreement or any other Loan Document.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreements.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, except to the extent the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of Maryland law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the Loan Agreements, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede 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 Loan

Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. 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.

15. 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.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreements and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents 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.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations and the full and final termination of any commitment to extend any financial accommodations under either Loan Agreement, this Agreement shall terminate, and Secured Party, on behalf of the Lenders, shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor and at Debtor's expense, as shall be reasonably necessary to evidence termination of the security interests granted by Debtor to Secured Party for the benefit of the Lenders.

[Signature page follows]

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

ULTIMATE ESCAPES CLUBS, LLC

By: *[Signature]*
 Name: Phil Callaghan
 Title: Board Member

STATE OF Florida)
) ss
 COUNTY OF Osceola)

On May 23, 2008 before me, *Lisa Caraglio* Notary Public, personally appeared *Phil Callaghan*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa A. Caraglio
 Signature

[SEAL]



SCHEDULE A
to the Trademark Security Agreement

SCHEDULE A

The following Trademark Collateral is licensed to Debtor pursuant to Section 5.5 of that certain Marketing and Cooperation Agreement dated as of the date hereof, by and between Ultimate Resort Holdings, LLC and Private Escapes, LLC.

Federal Trademark Registrations

1. ULTIMATE RESORT (standard characters), U.S. Trademark Registration Number-3223509, U.S. Trademark Application Serial Number- 76644913
2. ULTIMATE VACATION (standard characters, U.S. Trademark Registration Number- 3350482, U.S. Trademark Application Serial Number- 76667650
3. MEMBER APPRECIATION PROGRAM (MAP) (standard characters), U.S. Trademark Registration Number- 3310264, U.S. Trademark Application Serial Number-76644912

Federal Trademark Applications

1. ULTIMATE ESCAPES (standard characters), U.S. Trademark Application Serial Number- 77275810
2. ULTIMATE ESCAPES, (design), U.S. Trademark Application Serial Number- 77377598
3. ULTIMATE RESORT ESCAPES (standard characters), U.S. Trademark Application Serial Number- 77280148
4. ULTIMATE DISCOVERY (standard characters), U.S. Trademark Application Serial Number- 77419716
5. UE (standard characters), U.S. Trademark Application Serial Number- 77377638
6. UE (design), U.S. Trademark Application Serial Number- 77376740
7. ULTIMATE (standard characters), U.S. Trademark Application Serial Number- 77452193
8. LIVING LIFE TO THE ULTIMATE (standard characters), U.S. Trademark Application Serial Number- 77452047
9. ULTIMATE MOMENTS (standard characters), U.S. Trademark Application Serial Number- 77466030
10. ULTIMATE EXPERIENCES (standard characters), U.S. Trademark Application Serial Number- 77466042
11. UR (stylized design), U.S. Trademark Application Serial Number- 77466716

International Trademark Registration Application

1. ULTIMATE ESCAPES (standard characters)- EN-I/418400601

Other Trademarks Not Yet Registered or Applied For (™)

1. ULTIMATE RESORT ELITE (standard characters)
2. MAP POINTS (standard characters)
3. ULTIMATE WAY (standard characters)
4. THE ULTIMATE WAY TO BRING FAMILY AND FRIENDS TOGETHER (standard characters)
5. ULTIMATE CONCIERGE (standard characters)
6. EXPERIENCE THE VACATION OF A LIFETIME ANYTIME (standard characters)

Trade Names

Ultimate Resort
Tanner and Haley

Domain Names

1. ULTIMATERESORT.COM (registrant: Ultimate Resort, LLC)
2. ULTIMATERESORTS.COM (registrant: Ultimate Resort, LLC)
3. LEGENDARYRETREATS.COM (registrant: Mitchell, Jim)
4. PREFERREDRETREATS.COM (registrant: Mitchell, Jim)
5. PREFERRED-RETREATS.COM (registrant: Mitchell, Jim)
6. PRIVATERETREATS.COM (registrant: Mitchell, Jim)
7. PRIVATE-RETREATS.COM (registrant: Mitchell, Jim)
8. TANNERANDHALEY.COM (registrant: Mitchell, Jim)
9. ULTIMATERESORTESCAPES.COM (registrant: Ultimate Resort, LLC)
10. ULTIMATERESORTESCAPES.NET (registrant: Ultimate Resort, LLC)
11. ULTIMATERESORTESCAPES.ORG (registrant: Ultimate Resort, LLC)
12. ULTIMATERESORTESCAPES.BIZ (registrant: Ultimate Resort, LLC)
13. ULTIMATERESORTESCAPES.INFO (registrant: Ultimate Resort, LLC)
14. ULTIMATERESORTESCAPES.US (registrant: Ultimate Resort, LLC)
15. ULTIMATEESCAPES.COM (registrant: Ultimate Resort, LLC)

Licenses from Ultimate Resort Holdings, LLC

See Section 7.1 of Domain Name Assignment Agreement dated 19th day of December, 2007, by and between Ingram Casey, To Escape To Limited and Ultimate Resort Holdings, LLC

Licenses to Ultimate Resort Holdings, LLC

See Section 7.2.2 of Domain Name Assignment Agreement dated 19th day of December, 2007, by and between Ingram Casey, To Escape To Limited and Ultimate Resort Holdings, LLC

Domain Names:

whatsadestinationclub.com
whatsadestinationclub.com
private-escapes.com
ultimateescapes.info
ultimateescapes.net
ultimateescapes.org
ultimateescapes.tv
privateescapes.com
privateescapes.co.uk

SCHEDULE VIII

Intellectual Property

Trademarks

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Private Escapes, LLC	USA	Mark "Private Escapes"	3,087,191	5/11/2004	5/2/2006	None
	USA	Design - PE Logo	3,087,222	9/7/2004	5/2/2006	None
	Colo	Mark "Private Escapes"	20031388307	12/9/2003	12/9/2003	None
	Colo	Mark "Private Escapes Premiere"	20061238042	6/9/2006	6/9/2006	None
	Colo	Tradename: "Destination Clubs by Private Escapes"	20041408057	11/29/2004	11/29/2004	None
	Colo	Tradename: "Private Escapes Destination Clubs, LLC"	20061461337	11/10/2006	11/10/2006	None
Private Escapes Platinum, LLC	USA	Mark "Private Escapes Platinum"	3,084,555	8/13/2004	4/25/2006	None
	USA	Design - PE Platinum Logo	3,075,835	9/2/2004	4/4/2006	None
	Colo	Trademark "Private Escapes Platinum"	20041269945	7/30/2004	7/30/2004	None
Private Escapes Pinnacle, LLC	USA	Mark "Private Escapes Pinnacle"	77217701	6/28/2007	Pending	None
	USA	Design - Private Escapes Pinnacle Logo	77217770	6/28/2007	Pending	None

Patents

None

Copyrights

None

Trademark Electronic Search System (TESS)



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (Tess)

TESS was last updated on Tue Jul 3 04:07:16 EDT 2007

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Logout | Please logout when you are done to release system resources allocated for you.

Subject: List All | or | to records: Record 5 out of 7

Use the "Back" button of the Internet Browser to return to TESS



Word Mark PRIVATE ESCAPES PINNACLE
Goods and Services IC 043, US 100 101, G & S; Private residence club services, namely, provision to club members of temporary accommodations in company owned or leased private residences. FIRST USE: 20060816; FIRST USE IN COMMERCE: 20060816

Mark Drawing (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.11.20 - Rectangles inside one another
 26.11.21 - Rectangles that are completely or partially shaded
 26.11.25 - Rectangles with one or more curved sides

Serial Number 77217720

Filing Date June 28, 2007

Current Filing Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) Private Escapes Pinnacle, LLC LTD LIAS CO COLORADO Suite 101 314 E Mountain Avenue Fort Collins COLORADO 80524

Attorney of Record Joel M. Funk

7/3/2007 1:29 PM

Trademark Electronic Search System (TESS)

http://tes2.uspto.gov/bin/showfield?f=record&st=90607417

Description of Mark: Color is not claimed as a feature of the mark. The mark consists of a straight-sided rectangular background with its long sides on the horizontal, inside of which is a solid color rectangle, bordered in the same color as the background, with curved horizontal long sides and straight vertical short sides, in the center of which are the stylized words "FBI" and "Escapes Plimack".

Type of Mark: SERVICE MARK
Register: PRINCIPAL
Live/Dead Indicator: LIVE



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Success!

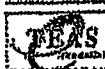
We have received your application and assigned serial number 77217778 to your submission. We will send an Email summary of the application data to "jmt@uspto.gov", which will be your official confirmation of receipt. For electronically-submitted applications, the USPTO will no longer mail an additional paper filing receipt. However, since e-mail is not always reliable, please print out and save this notice. If the USPTO later determines that no filing date was justified, your submission will be returned, and your filing fee will be refunded. You would then have the opportunity to cure the deficiency, and re-file the application. Thank you.

NOTE: Do NOT send a duplicate paper copy of this filing to the USPTO, as it will interfere with the proper processing of the electronic submission and will result in your being charged for two filings, neither of which can be refunded.

Thank you.

TEAS Support Team

STAMP: USPTO/PTK-71.218.76.175-20070628122509483035-77217770-97066ac054343 5681913731E0670556E-CC-5808-20070628120311840387



Trademark Electronic Application System (TEAS) service
U.S. Patent and Trademark Office
Please refer questions or comments to: help@USPTO.gov

PTO Form 1/78 (Rev 5/2009)
 OMB No. 0551-0009 (Exp 01/30/2009)

Trademark/Service Mark Application, Principal Register
TEAS Plus Application

*NOTE: Data fields with the * are mandatory. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	mark 7124876175-120311840 - PE Pinnacle Logo for TM App. Inc
*SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
INTERNAL ELEMENT	PRIVATE ESCAPES PINNACLE
*COLOR MARK	NO
*COLOR(S) CLAIMED (if applicable)	
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of a straight-sided rectangular background with its long sides on the horizontal, inside of which is a solid color rectangle, bordered in the same color as the background, with curved horizontal long sides and straight vertical short sides, in the center of which are the stylized words "Private Escapes Pinnacle".
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	873 x 409
APPLICANT INFORMATION	
OWNER OF MARK	Private Escapes Pinnacle, LLC
*STREET	314 E Moquinah Avenue
INTERNAL ADDRESS	Suite 101
*CITY	Fort Collins

Input Field	Entered
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	80524
PHONE	970-212-1600
FAX	970-212-1600
EMAIL ADDRESS	jm2@td-law.com
LEGAL ENTITY INFORMATION	
*TYPE	LIMITED LIABILITY COMPANY
*STATE/COUNTRY WHERE LEGALLY ORGANIZED	Colorado
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	043
FIRST USE ANYWHERE DATE	At least as early as 08/18/2006
FIRST USE IN COMMERCE DATE	At least as early as 08/18/2006
*DESCRIPTION	Private residence club services, namely, provision to club members of temporary accommodations in company owned or leased private residences
FIRST USE ANYWHERE DATE	At least as early as 08/18/2006
FIRST USE IN COMMERCE DATE	At least as early as 08/18/2006
SPECIMEN FILE NAME(S)	msc-7121876175-120311940 - #100msc01msc0203 2.jpg
SPECIMEN DESCRIPTION	Club marketing brochure
ADDITIONAL STATEMENTS SECTION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	

Input Field	Entered
*CONSENT (NAME/LICENSE) (If applicable)	
*CONCURRENT USE CLAIM (If applicable)	
ATTORNEY INFORMATION	
NAME	Joel M. Funk
FIRM NAME	Ringsberg, Funk & Heller, P.C.
STREET	215 W. Oak Street
INTERNAL ADDRESS	10th Floor
CITY	Fort Collins
STATE	Colorado
COUNTRY	United States
ZIP/POSTAL CODE	80521
PHONE	970-482-1056
FAX	970-482-0819
EMAIL ADDRESS	jmf@rth-law.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
*NAME	Joel M. Funk
*FIRM NAME	Ringsberg, Funk & Heller, P.C.
*STREET	215 W. Oak Street
INTERNAL ADDRESS	10th Floor
*CITY	Fort Collins
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE	80521

Input Field	Entered
PHONE	970-482-1056
FAX	970-482-0319
*EMAIL ADDRESS	jm@jtd-law.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
REG INFORMATION	
NUMBER OF CLASSES	1
FEES PER CLASS	275
TOTAL FEES DUE	275
SIGNATURE INFORMATION	
* SIGNATURE	Joel M. Funk
* SIGNATORY'S NAME	Joel M. Funk
SIGNATORY'S POSITION	Attorney
* DATE SIGNED	06/28/2007



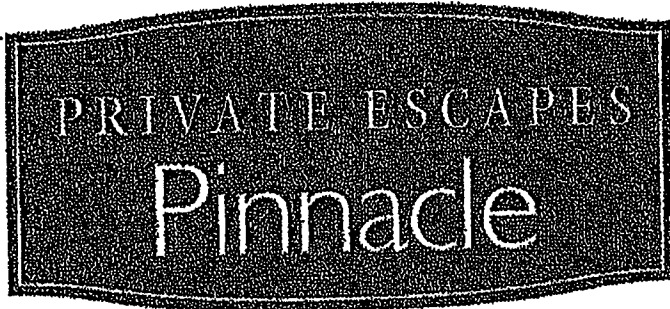
Trademark/Service Mark Application, Principal Register

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FIGURE 1
CLOTHES HANGERS

mark_7121876175-120311640,,_Pinnacle_Logo_01_TM_Apply

Mark (Applicant-generated image)



1/1/07

1 of 1

6/28/2007 10:20 AM

Trademark/Service Mark Application, Principal Register

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PID Form 1678 (Rev. 12/2007)
CMO No. 0891-0000 (2/04 0050/2004)

Trademark/Service Mark Application, Principal Register

Serial Number: *N/A*

Class # 043

Club marketing brochure

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spec-7121876175-120311840 . FBplnnschemallerFOv3_2.jpg

3/26/08

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2074

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Trademark/Service Mark Application, Principal Register

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PTO Form 1472 (04/01/2007)
GSA GEN. REG. NO. 27 (04/01/2007)

Trademark/Service Mark Application, Principal Register
TEAS Plus Application

To the Commissioner for Trademarks

MARK PRIVATE ESCAPES PINNACLE (stylized and/or with design, see mark)

The literal element of the mark consists of PRIVATE ESCAPES PINNACLE. The applicant is not claiming color as a feature of the mark. The mark consists of a stylized, bold, rectangular background with its long sides on the horizontal, inside of which is a solid color rectangle, centered in the same color as the background, with curved horizontal long sides and straight vertical short sides, in the center of which are the stylized words Private Escapes Pinnacle.

The applicant, Private Escapes Pinnacle, LLC, a limited liability company legally organized under the laws of Colorado, having an address of Suite 101, 314 E. Main Street, Fort Collins, Colorado, United States, 80524, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office as the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item listed below, click directly on the class heading(s).
International Class 0431 Private residence club services, namely, provision to club members of temporary accommodations in company owned or leased private residences

If the applicant is filing under Section 1(d), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(e), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 4(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(c), as amended.

If the applicant is filing under Section 4(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U.S.C. Section 1126(e), as amended.

The applicant hereby appoints Joel M. Funk of Rosenberg, Funk & Beller, P.C., 10th Floor, 215 W. Oak Street, Fort Collins, Colorado, United States, 80521 to submit this application on behalf of the applicant.

Correspondence Information: Joel M. Funk
10th Floor
215 W. Oak Street
Fort Collins, Colorado 80521
970-482-1056 (phone)
970-482-0819 (fax)

1 of 2

6/28/2007 10:21 AM

Trademark/Service Mark Application, Principal Register

<http://casplus.uspto.gov/tpa/tpaPlus/sslServlet?ad=txt&id=stamp=USPTO/PTK-71.212/76.175...>

jmf@eth-law.com (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: Joel M. Fush/ Date Signed: 06/28/2007
Signatory's Name: Joel M. Fush
Signatory's Position: Attorney





United States
Patent and
Trademark Office

Please confirm that the information shown below is correct. If there are any errors, click "Change" to return to the previous form. Otherwise, click "Submit" to process payment, or "Cancel" to abort the transaction.

Credit Card Payment Information

Card Number: ...8425
 Card Type: VISA®
 Name on Card: JOEL M. FUNK
 Expiration Date: 12/2007
 Street Address 1: 215 W. OAK STREET
 Street Address 2: 10TH FLOOR
 City: FORT COLLINS
 State: COLORADO
 Zip Code: 80521
 Country: USA
 Amount: 275
 Description: Trademark/Service Mark Application, Principal Register
 PRIVATE ESCAPES PINNACLE
 Attorney Docket Number: } Options

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Int. Cl.: 43

Prior U.S. Cls: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,087,191
Registered May 2, 2005

SERVICE MARK
PRINCIPAL REGISTER

PRIVATE ESCAPES

PRIVATE ESCAPES, LLC (COLORADO LTD LIAB
CO)
SUITE 101
374 E. MOUNTAIN AVENUE
FORT COLLINS, CO 80524

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

FOR ARRANGING TEMPORARY RESORT AC-
COMMODATIONS, IN CLASS 43 (U.S. CLS. 100 AND
101).

SER. NO. 78-416,879, FILED 5-11-2004.

FIRST USE 10-14-2003; IN COMMERCE 12-8-2003.

ANGELA M. MICHELL, EXAMINING ATTORNEY

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,087,222

Registered May 2, 2006

SERVICE MARK
PRINCIPAL REGISTER



PRIVATE ESCAPES

PRIVATE ESCAPES, LLC (COLORADO LTD LIAB
CO)
SUITE 101
314 E MOUNTAIN AVE
FORT COLLINS, CO 80524

FOR ARRANGING TEMPORARY RESORT AC-
COMMODATIONS, IN CLASS 43 (U.S. CLS. 100 AND
101).

FIRST USE 12-8-2003; IN COMMERCE 12-8-2003.

THE COLOR BURGUNDY IS CLAIMED AS A
FEATURE OF THE MARK.

THE BURGUNDY APPEARS IN THE OVAL CAR-
RIER, THE COLOR WHITE APPEARS IN THE

LETTERS PE FOUND IN THE OVAL, AND THE
COLOR BLACK APPEARS IN THE WORDS PR-
IVATE ESCAPES.

THE MARK CONSISTS OF THE STYLIZED LET-
TERS "P" AND "E" ON AN OVAL CARRIER POSI-
TIONED AT A 45 DEGREE ANGLE TO THE RIGHT
FROM VERTICAL, BENEATH WHICH ARE THE
WORDS "PRIVATE ESCAPES" IN STYLIZED LET-
TERS.

SER. NO. 78-479,423, FILED 9-7-2004.

ANGELA M. MICHELI, EXAMINING ATTORNEY

TRADEMARK

REEL: 003816 FRAME: 0591

ELISE ROBERTA DAVIDSON
COLORADO SECRETARY OF STATE

APPLICATION FOR REGISTRATION OF TRADEMARK
Form 120 Revised October 1, 2002 Filing fee \$50.00
Check for application and specimen of trademark to:
Colorado Secretary of State, Business Division,
1560 Broadway, Suite 300
Denver, CO 80202-5169
This document must be typed or prepared on a laser printer. **ANYONE OTHER THAN THE APPLICANT**
Copies of filed documents may be obtained at www.sos.state.co.us

20031328307 C
\$ 100.00
SECRETARY OF STATE
15-00-28303 07:44:01

Pursuant to § 7-70-102 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), this application for registration of trademark is delivered to the Colorado Secretary of State for filing.

1. Name and business address of owner/applicant: PRIVATE BECCAFIN, LLD
514 E. MOUNTAIN AVENUE, SUITE 101, FORT COLLINS, CO 80504
Complete ONLY if applicant is a CORPORATION -- State of Incorporation _____

2. Description of Trademark - Complete A or B, BUT NOT BOTH
A. WORDS PRIVATE BECCAFIN
CHECK ONE: Words ONLY Words with stylized lettering Words AND Design
B. DESIGN ONLY -- No words in trademark
Briefly describe the design:
"attach specimen or facsimile of trademark"

3. Indicate the goods or services in connection with which the mark is used: RESORT AND DESTINATION VACATION MEMBERSHIP CLUB

4. Mode or manner in which mark is used in connection with these goods or services -- Do not list:
ON MEMBERSHIP MATERIALS, ADVERTISING MATERIALS, SIGNAGE, LABELS, MULTIMEDIA PRESENTATION MATERIALS, ETC.

5. Classification -- Check ONLY ONE from attached list of goods and services Class Number (42)

6. Date first used by applicant or the predecessor in the same business
First used ANYWHERE (Month/Day/Year) October 14, 2003
First used in COLORADO (Month/Day/Year) October 14, 2003
Date first used anywhere must be same as or earlier than date first used in Colorado.

7. The applicant hereby appoints the Secretary of State as agent for service of process in any action relating to this registration which may be issued if the applicant is or becomes a nonresident or foreign corporation not licensed to do business in this state or cannot be found in this state.

8. The applicant states that s/he is the owner of the mark and that no other person has the right to use such trademark in this state either in the identical form thereof or in any near resemblance thereto which might be confused or to be mistaken therefor.

9. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: JOEL M. PLANK, 916 W. OAK ST., 10TH FLOOR, FORT COLLINS, CO 80504

On filing a document to be delivered to the secretary of state for filing shall constitute the execution or authentication of legal individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

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 Fees & forms/cover sheets
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 Paper documents must be typewritten or machine printed.

\$125.00
 Currently Not Available

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 \$ 125.00
 SECRETARY OF STATE
 06-09-2006 15142147

APPLICANT'S SIGNATURE AND DATE

Statement of Registration of Trademark
 filed pursuant to §7-90-301, et seq, and §7-90-102 of the Colorado Revised Statutes (C.R.S.)

1. True name of applicant (if an individual): _____
(Last) (First) (Middle) (Suffix)

OR (if a business organization) PRIVATE ESCAPES, LLC

If applicant is an entity:
 ID number: ED031928977

(if applicable)
 Form of entity: DOMESTIC LIMITED LIABILITY COMPANY

Jurisdiction of formation: COLORADO

2. Mailing address of applicant: 314 WEST MOUNTAIN AVE., STE. 101
(Street name and number or Post Office Box Information)

FORT COLLINS CO 80526

(City) (State) (Postal ZIP Code)

(Province - if applicable) (Country - if not US)

3. If the applicant is not an individual who
 is a resident of Colorado and is a person
 not maintaining a registered agent
 pursuant to part 7 of article 90 of title 7,
 service of process in any action relating
 to the registration may be mailed to the
 following address:
 (Complete if statement is true)

(Street name and number or Post Office Box Information)

(City) (State) (Postal ZIP Code)

(Province - if applicable) (Country - if not US)

4. Trademark consists of
 mark the appropriate box
 and fill in the blank: Words ONLY OR Words with stylized lettering* OR Words AND OR design* OR DESIGN ONLY

Trademark words or descriptions
(If trademark consists of words,
briefly describe the design)

PRIVATE ESCAPES PREMIERE

*Attach specimen or facsimile of trademark

5. Use of Restricted Words (If any of these
words are contained in an entity name, the
name of an entity, trade name or trademark
listed in this document, mark the applicable
box)

- "bank" or "trust" or any derivative thereof
- "credit union"
- "savings and loan"
- "insurance", "contract", "mutual", or "surety"

6. The goods and services in
connection with which the trademark
is used:

RESORT AND DESTINATION VACATION MEMBERSHIP CLUB

7. The mode and manner in which
the trademark is used:

ON VARIOUS MERCHANDISE INCLUDING T-SHIRTS, HATS, BAGS, TAPES, MUGS, ETC.

8. The class of goods and services
in connection with the trademark
(class code see the instructions for users)

42 1
(number)

9. The date the trademark was first used
by the applicant or its
predecessor: ANYWHERE:

05/25/2005
(month/year)

10. The applicant has adopted and used the trademark in Colorado.

The date the trademark was first used
by the applicant or its
predecessor in Colorado:

05/25/2005
(month/year)

The applicant believes that they are the owner of the trademark and no other person is entitled to use
the trademark in Colorado.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or
acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the
individual's act and deed, or that the individual in good faith believes the document is the act and deed of the
person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity
with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic
statute, and that the individual in good faith believes the facts stated in the document are true and the
document complies with the requirements of that Part, the constituent documents, and the organic statute.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of
state, whether or not such individual is named in the document as one who has caused it to be delivered.

11. Name(s) and address(es) of the
individual(s) causing the document
to be delivered for filing:

First	Last	Job	M	City	State	Zip

216 West Oak Street, Fort Collins
(Street Name and number or Post Office Box Information)

For: Collins	DB	80821
(City)	(State)	(Postal/Zip Code)
Province - (if applicable)	Country - (if not US)	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals receiving this document, so be allowed for filing, mark this box and include an attachment stating the name and address of each individual.)

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Colorado Secretary of State
 Date and Time: 11/29/2004 10:28 AM
 Entity Id: 20031323977
 Document number: 20041408057

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 Business Division
 1560 Broadway, Suite 200
 Denver, CO 80202-5169

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AND OVERSPACE FOR OFFICIAL USE ONLY

Statement of Trade Name

filed pursuant to §7-90-301, et seq. and §7-71-101 of the Colorado Revised Statutes (C.R.S.)

ID number: 20031323977

1. Entity name:

PRIVATE ESCAPES, LLC

2. Trade name under which the
 business is transacted or the activities
 are conducted:

DESTINATION CLUBS BY PRIVATE ESCAPES

3. Use of Restricted Words (If any of these
 terms are contained in an entity name, true
 name of an entity, trade name or trademark
 stated in this document, make the applicable
 selection):

- "bank" or "trust" or any derivative thereof
- "credit union" "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

4. A brief description of the business
 transacted or activities conducted
 under the trade name:

DESTINATION VACATION MEMBERSHIP CLUBS

(If more space is needed, mark this box and include an attachment of the brief description of the business transacted or the
 activities conducted under the trade name.)

5. (Optional) Delayed effective date: _____

(month/year)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in this document as one who has caused it to be delivered.

Rev. 10/2004
 1 of 2

6. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

FUNK JOEL M
(Last) (First) (Middle) (Suffix)
216 W OAK STREET
(Street name and number or Post Office Box information)
10TH FLOOR
FORT COLLINS CO 80521
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box [x] and include an attachment stating the name and address of each individual.)

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Colorado Secretary of State
 Date and Time: 11/10/2006 01:29 PM
 Id Number: 20031323977
 Document number: 20061461337

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\$1.00

APPROPRIATE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S.)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number: 20031323977
(Colorado Secretary of State ID number)
 True name: PRIVATE ESCAPES, LLC
 Form of entity: DLIC
 Jurisdiction: Colorado

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Private Escapes Destination Clubs, LLC

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Destination Vacation Membership Club

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.
 The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hours:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

FUNK JOEL M
(Last) (First) (Middle) (Suffix)
216 W OAK STREET
(Street number and name or Post Office Box designation)
10TH FLOOR
FORT COLLINS CO 80521
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

(If the following statement applies, check the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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Questions? Contact the Business Division. For contact information, please visit the Secretary of State's web site.

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

Requirements in the First Ten Years*
What and When to File

- First Filing: A Declaration of Continued Use (or Excusable Non-use) filed between the 5th and 6th years after the registration date. (See 15 U.S.C. §1052, 37 CFR, §2.161.)
- Second Filing: A Declaration of Continued Use (or Excusable Non-use) and an Application for Renewal, filed between the 9th and 11th years after the registration date. (See 15 U.S.C. §1058 and §1059; 37 CFR, §2.161 and 2.163.)

Requirements in Successive Ten-Year Periods*
What and When to File

- A Declaration of Continued Use (or Excusable Non-use) and an Application for Renewal, filed between each 9th and 11th year period after the date when the first ten-year period ends. (See 15 U.S.C. §1058 and §1059; 37 CFR, §2.161 and 2.163.)

Grace Period Filings*

There is a six-month grace period for filing the documents listed above, with payment of an additional fee.

The U.S. Patent and Trademark Office (USPTO) will NOT send you any future notices or reminders of these filing requirements. Therefore, you should contact the USPTO approximately one year prior to the deadlines set forth above to determine the requirements and fees for submission of the required filings.

NOTE: Electronic forms for the above documents, as well as information regarding current filing requirements and fees, are available online at the USPTO web site:

<http://www.uspto.gov>

**YOUR REGISTRATION WILL BE CANCELED IF YOU DO NOT
FILE THE DOCUMENTS IDENTIFIED ABOVE DURING THE
SPECIFIED TIME PERIODS.**

Warning for the Extension of Protection under the Madrid Protocol:
The holder of an international registration with an extension of protection to the United States must file, under slightly different time periods, a Declaration of Continued Use (or Excusable Non-use) at the USPTO. See 15 U.S.C. §1052, 37 CFR, §2.161. The renewal of an international registration, however, must be filed at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol. See 15 U.S.C. §1041; 37 CFR, §7.41.

Int. Cl.-43

Pat. U.S. Cl.-40 and 101

United States Patent and Trademark Office

SERVICES MARK
PRINCIPAL REGISTER

PRIVATE ESCAPES
EXAMINUM

Reg. No. 3,084,585
Registered for 25 Years

PRIVATE ESCAPES EXAMINUM, INC. (OWNER)
ATTORNEYS AT LAW
1000 W. 10TH AVENUE
DENVER, CO 80202

FOR ASSIGNMENT OF RIGHTS, CONTACT:
COUNSELLORS IN CLASSIFICATION AND
REGISTRATION

ANGELA M. MITCHELL, ESQ., ATTORNEY

THE MARK COMPOSITE OF STYLIZED CHARACTERS
AND LETTERS, INCLUDING THE MARK
REGISTERED FOR THIS SERVICE

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

Reg. No. 3,075,835

United States Patent and Trademark Office

Registered Apr. 4, 2006

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61.)

in date.

SERVICE MARK
PRINCIPAL REGISTER



PRIVATE ESCAPES
platinum

83.)

it of

PRIVATE ESCAPES PLATINUM, LLC (COLOR-
ADO LTD LIABILITY CO)
SUITE 101
214 E MOUNTAIN AVE
FORT COLLINS, CO 80524

THE COLOR SILVER APPEARS IN THE WORD
PLATINUM AND IN THE OVAL PORTION OF THE
MARK, THE LETTER PE APPEAR IN WHITE AND
THE WORDS PRIVATE ESCAPES APPEAR IN
BLACK.

office
TO
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FOR ARRANGING TEMPORARY RESORT AC-
COMMODATIONS, IN CLASS 43 (U.S. CLS. 100 AND
101).

SER. NO. 78-478,155, FILED 9-2-2004.

rding
site:

FIRST USE 7-28-2004; IN COMMERCE 8-13-2004.

THE COLOR(S) SILVER, WHITE AND BLACK IS/
ARE CLAIMED AS A FEATURE OF THE MARK.

ANGELA M. MICHELI, EXAMINING ATTORNEY

dated
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eval
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Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5160

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20041288990 C
\$ 100.00
SECRETARY OF STATE
07-30-2004 16:28:13

ADVANCE FEE FOR OFFICE USE ONLY

Statement of Registration of Trademark
Filed pursuant to §§ 90-301, et seq. and § 7-70-102 of the Colorado Revised Statutes (C.R.S.)

1. True name of applicant (if an individual): _____
OR (if a business organization) _____
(Last) (First) (Middle) (Suffix)

PRIVATE ESCAPES PLATINUM, LLC

If applicant is an entity:

ID number: 20047266994

Form of entity: LIMITED LIABILITY COMPANY

Jurisdiction of formation: COLORADO

2. Mailing address of applicant

874 E MOUNTAIN AVE
SUITE 101
(Street name and number or Post Office Box Information)

FORT COLLINS CO 80524
(City) (State) (Postal Zip Code)

(Province - if applicable) (Country - if not US)

3. If the applicant is not an individual who
is a resident of Colorado and is a person
not maintaining a registered agent
pursuant to part 7 of article 90 of title 7,
service of process in any action relating
to the registration may be mailed to the
following address:
(Complete if statement is true)

(Street name and number or Post Office Box Information)

(City) (State) (Postal Zip Code)

(Province - if applicable) (Country - if not US)

4. Trademark consists of
(mark the appropriate box
and fill in the blank):

Words ONLY OR Words with stylized lettering* OR Words AND design* OR DESIGN ONLY*

Rev. 7/13/2016
1 of 3

Trademark words or description:
(If trademark consists of words,
briefly describe the design)

PRIVATE ESCAPES PLATINUM

*Attach specimen or facsimile of trademark

5. Use of Restricted Words (If any of these
words are contained in an entity name, true
name of an office, trade name or trademark
used in this document, mark the applicable
checkboxes)

- "bank" or "trust" or any derivative thereof
- "credit union" "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

6. The goods and services in
connection with which the trademark
is used:

RESORT AND DESTINATION VACATION MEMBERSHIP CLUB

7. The mode and manner in which
the trademark is used:

ON MEMBERSHIP MATERIALS, ADVERTISING, SIGNAGE, ETC.

8. The class of goods and services
in connection with the trademark:

42

9. The date the trademark was first used
by the applicant or its
predecessor ANYWHERE:

07/28/2004
(month/day/year)

10. The applicant has adopted and used this trademark in Colorado.

The date the trademark was first used
by the applicant or its
predecessor in Colorado:

07/28/2004
(month/day/year)

The applicant believes that they are the owner of the trademark and no other person is entitled to use
the trademark in Colorado.

11. (Optional) Delayed effective date:

(month/day/year)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or
acknowledgment of each individual causing such delivery, under penalty of perjury, that the document is the
individual's act and deed, or that the individual in good faith believes the document is the act and deed of the
person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity
with the requirements of part 3 of article 90 of title 7, C.R.S., for constituent documents, and the organic
statutes, and that the individual in good faith believes the facts stated in the document are true and the
document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of
state, whether or not such individual is named in the document as one who has caused it to be delivered.

12. Name(s) and address(es) of the
individual(s) causing the document
to be delivered for filing:

FUNK JOEL EE
(last) (first) (initial)

215 W OAK ST
(Street Name and Number or Post Office Box Information)
 10TH FLOOR
 FORT COLLINS CO 80521
(City) (State) (Post Office Code)
(Province - if applicable) (Country - if not US)

(This document is not valid if it is sent to more than one individual. However, if you wish to state the name and address of any additional individuals wanting the document to be delivered for filing, mark this box and include an attachment stating the name and address of each individual.)

Disclaimer:

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Search List At: [] or [] to record: [] Record 6 out of 7

(Use the "Back" button of the Internet Browser to return to TESS)

PRIVATE ESCAPES PINNACLE

Word Mark PRIVATE ESCAPES PINNACLE
Goods and Services IC 043. US 100 101. G & S: Private residence club services, namely, provision to club members of temporary accommodations in company owned or leased private residences. FIRST USE: 20060818. FIRST USE IN COMMERCE: 20060818

Standard Characters (9) STANDARD CHARACTER MARK
Mark Drawing Code
Design Search Code 77217701
Serial Number June 28, 2007
Filing Date 1A
Current Filing Basis 1A
Original Filing Basis (APPLICANT) Private Escapes Pinnacle, LLC LTD. LAB CO COLORADO Suite 101 314 E Mountain Avenue Fort Collins COLORADO 80524
Owner Joel M. Funk
Attorney of Record SERVICE MARK
Type of Mark PRINCIPAL
Register LIVE
Live/Dead Indicator



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Success!

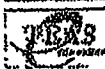
We have received your application and assigned serial number 77217701 to your submission. We will send an Email summary of the application data to "jmf@uspto.gov", which will be your official confirmation of receipt. For electronically-submitted applications, the USPTO will no longer mail an additional paper filing receipt. However, since e-mail is not always reliable, please print out this notice. If the USPTO later determines that no filing date was justified, your submission will be returned, and your filing fee will be refunded. You would then have the opportunity to cure the deficiency, and re-file the application. Thank you.

NOTE: Do NOT send a duplicate paper copy of this filing to the USPTO, as it will interfere with the proper processing of the electronic submission and will result in your being charged for two filings, neither of which can be refunded.

Thank you.

TEAS Support Team

STAMP: USPTO/PTK-V1.216.76.175-20070628114525043878-77217701-3704e41048358787272a966e29b14d04-CC-5481-20070628113257098874



Trademark Electronic Application System (TEAS) service
U.S. Patent and Trademark Office
Please refer questions or comments to: teas@uspto.gov

PTO Form 1076 (Rev 9/2005)
 OMB No. 0651-0005 (exp 09/30/2008)

Trademark/Service Mark Application, Principal Register
TEAS Plus Application

*NOTE: Data fields with the * are mandatory. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	Deckle
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PRIVATE ESCAPES PINNACLE
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	Private Escapes Pinnacle, LLO
*STREET	314 E Mountain Avenue
INTERNAL ADDRESS	Suite 101
*CITY	Fort Collins
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	80524
PHONE	970-212-1600
FAX	970-212-1620

Input Field	Entered
EMAIL ADDRESS#	jml@rb-loc.com
LEGAL ENTITY INFORMATION	
*TYPE	LIMITED LIABILITY COMPANY
*STATE/COUNTRY WHERE LEGALLY ORGANIZED	Colorado
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	043
FIRST USE ANYWHERE DATE	At least as early as 08/18/2006
FIRST USE IN COMMERCE DATE	At least as early as 08/18/2006
*DESCRIPTION	Private residences club services, namely, provision to club members of temporary accommodations in company owned or leased private residences
FIRST USE ANYWHERE DATE	At least as early as 08/11/2006
FIRST USE IN COMMERCE DATE	At least as early as 08/18/2006
SPECIMEN FILE NAME(S)	spec-2121876175-11227038_PEPHUSACENTRAL/ROYS 2.jpg
SPECIMEN DESCRIPTION	Print advertising brochure
ATTORNEY INFORMATION	
NAME	Joel M. Funk
FIRM NAME	Ringenberg, Funk & Boller, P.C.
STREET	215 W. Oak Street
INTERNAL ADDRESS	10th Floor
CITY	Fort Collins
STATE	Colorado
COUNTRY	United States
ZIP/POSTAL CODE	80521
PHONE	970-482-1056
FAX	970-482-0819

Input Field	Entered
EMAIL ADDRESS	jm@fb-law.com
AUTHORIZED TO COMMUNICATE VIA EMAIL CORRESPONDENCE INFORMATION	Yes
*NAME	Joel M. Funk
FIRM NAME	Ringenberg, Funk & Boller, P.C.
*STREET	215 W. Oak Street
INTERNAL ADDRESS	10th Floor
*CITY	Fort Collins
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE	80521
PHONE	970-482-1056
FAX	970-482-0819
*EMAIL ADDRESS	jm@fb-law.com
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FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
SIGNATURE INFORMATION	
*SIGNATURE	/s/Joel M. Funk/
*SIGNATORY'S NAME	Joel M. Funk
SIGNATORY'S POSITION	Attorney
*DATE SIGNED	06/28/2007



Trademark/Service Mark Application, Principal Register

http://esophia.uspto.gov/TenPlus/act_serv/co?x4=mark&stamp=USPTO/PTK-71.218,76.175...

P/O Form 1570 (Rev. 03/2000)
S/O No. 88870007 (Exp. 03/22/04)

Mark (USPTO-generated hange for standard characters):

PRIVATE ESCAPES PINNACLE

SECRET

1 of 1

6/24/2007 9:38 AM

Trademark/Service Mark Application, Principal Register

<http://usplha.uspto.gov/Tca2/PrincipalServiceMarkSpecimenExamp-USPTO/TK-7121875>

PTO Form 1473 (Rev. 12/2004)
OMB No. 0707-0040 (Exp. 09/22/2008)

Trademark/Service Mark Application, Principal Register

Serial Number: N/A

Class # 043

Print advertising brochure

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PTO Form 4470 (Rev. 08/09)
ONE No. 0911009 (EP 09/2009)

**Trademark/Service Mark Application, Principal Register
TEAS Plus Application**

To the Commissioner for Trademarks

MARK: PRIVATE ESCAPE Pinnacle (Standard Characters, see mark)
The visual element of the mark consists of PRIVATE ESCAPE Pinnacle. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Private Escape Pinnacle, LLC, a limited liability company legally organized under the laws of Colorado, having an address of Suite 101, 314 B Mountain Avenue, Fort Collins, Colorado, United States, 80524, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1916 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item listed below, click directly on the class heading(s).
International Class 063: Private residence club services, namely, provision to club members of temporary accommodations in company owned or leased private residence

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(f), as amended.

If the applicant is filing under Section 1(c), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(e), as amended.

If the applicant is filing under Section 44(c), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(c), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereon, if appropriate. 15 U.S.C. Section 1126(e), as amended.

The applicant hereby appoints Joel M. Funk of Ringenberg, Funk & Boller, P.C., 10th Floor, 215 W. Oak Street, Fort Collins, Colorado, United States, 80521 to submit this application on behalf of the applicant.

Correspondence Information: Joel M. Funk
10th Floor
215 W. Oak Street
Fort Collins, Colorado 80521
970-482-1056(phone)
970-482-0819(fax)
jmf@rfb-law.com (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

Trademark/Service Mark Application, Principal Register

<http://caspi.uspto.gov/Tca?j=usmail.servicem&id=101&stemp=USPTO/PTX-71.218.76.175-...>
Description

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 18 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of each other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: Jack M. Pank Date Signed: 06/28/2007
Signatory's Name: Jack M. Pank
Signatory's Position: Attorney

Back



United States
Patent and
Trademark Office

Please confirm that the information shown below is correct. If there are any errors, click "Change" to return to the previous form. Otherwise, click "Submit" to process payment, or "Cancel" to abort the transaction.

Credit Card Payment Information

Card Number:	..8425
Card Type:	VISA®
Name on Card:	JOEL M. FUNK
Expiration Date:	12/2007
Street Address 1:	215 W. OAK STREET
Street Address 2:	10TH FLOOR
City:	FORT COLLINS
State:	COLORADO
Zip Code:	80521
Country:	USA
Amount:	275
Description:	Trademark/Service Mark Application, Principal Register: PRIVATE ESCAPES INNACLE
Attorney Docket Number:	Option1

NO REFUND POLICY: All sales are final and no refunds will be issued, unless a clear technical problem results in an inadvertent duplicate payment. Please ensure your transaction is correct before submitting your payment. By clicking the "Submit" button below, you are agreeing to the U.S. Patent and Trademark Office's no refund policy.

I hereby approve the U.S. Patent and Trademark Office (USPTO) to authorize and charge my credit card listed above. I understand that my credit card company will receive the funds for payment to the USPTO. If the USPTO security system declines the payment, it may take 5 to 10 days for my credit card company to release the funds, and I am still responsible for making the payment to the USPTO.

Submit Cancel Control

Your transaction may take up to three (3) minutes. We appreciate your patience.

NOTE: Pressing 'Submit' multiple times may cause the same transaction to be processed multiple times.
Pressing 'Control' after pressing 'Submit' will not cancel the transaction.

SCHEDULE B

LIST OF UR BORROWERS

ULTIMATE RESORT HOLDINGS, LLC
a Delaware limited liability company
P&J PARTNERS, LLC
a Delaware limited liability company
SNOWFLAKE INVESTMENTS I, LLC,
a Delaware limited liability company
TAHOE INVESTMENTS I, LLC,
a Delaware limited liability company
CABO INVESTMENTS I, LLC,
a Delaware limited liability company
MAHOGANY RUN INVESTMENTS I, LLC,
a Delaware limited liability company
CANDLEWOOD INVESTMENTS I, LLC,
a Delaware limited liability company
SUNNY ISLES INVESTMENTS I, LLC
A Delaware limited liability company
TORTOLA BOATINVESTMENTS, LLC,
a Delaware limited liability company
ULTIMATE WAREHOUSE INVESTMENTS, LLC,
a Delaware limited liability company
ULTIMATE AVIATION INVESTMENTS, LLC,
a Delaware limited liability company
ULTIMATE SCOTTSDALE, LLC,
a Delaware limited liability company
ULTIMATE LAKE TAHOE, LLC,
a Delaware limited liability company
ULTIMATE COLORADO, LLC,
a Delaware limited liability company
ULTIMATE TELLURIDE MOUNTAIN VILLAGE, LLC,
a Delaware limited liability company
ULTIMATE NAPLES STRADA BELLA, LLC,
a Delaware limited liability company
ULTIMATE NAPLES MONTEVERDE, LLC,
a Delaware limited liability company
ULTIMATE PALM BEACH OCEAN, LLC,
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ULTIMATE MAUI WAILEA BEACH, LLC,
a Delaware limited liability company
ULTIMATE SUN VALLEY MACKENZIE, LLC,
a Delaware limited liability company
ULTIMATE SUN VALLEY PLAZA TOWNHOUSE, LLC,
a Delaware limited liability company
ULTIMATE NEW YORK TRP INTERNATIONAL, LLC,
a Delaware limited liability company
ULTIMATE KIAWAH TURTLE BEACH, LLC,

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013043.0475\473001

TRADEMARK
REEL: 003816 FRAME: 0623

a Delaware limited liability company
ULTIMATE PARK CITY SILVERLAKE, LLC,
a Delaware limited liability company
ULTIMATE STOWE TOPNOTCH, LLC,
a Delaware limited liability company
ULTIMATE JACKSON HOLE SNAKE RIVER, LLC,
a Delaware limited liability company
CABO CASA TORTUGA, LLC,
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CABO ESPERANZA #1501, LLC,
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CABO SAN LUCAS VILLA PARAISO, LLC,
a Delaware limited liability company
ULTIMATE NEVIS INVESTMENTS, LLC,
a Delaware limited liability company
PRIVATE RETREATS PARADISO, LTD.,
a Nevis International Business Company
THE CENTURY CORPORATION LIMITED,
A Nevis corporation
BAHAMAS INVESTMENTS I, LLC
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ULTIMATE KEY WEST, LLC
a Delaware limited liability company

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013043.0475\473001

TRADEMARK
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ULTIMATE LAKE LAS VEGAS, LLC
a Delaware limited liability company

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013043.0475\473001

TRADEMARK
REEL: 003816 FRAME: 0625

SCHEDULE C

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PRIVATE ESCAPES, LLC
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM, LLC
a Colorado limited liability company
PRIVATE ESCAPES OF STEAMBOAT, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF TAHOE, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF JACKSON HOLE, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF KIAWAH, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF FOX ACRES, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LA PLAYA, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LAKE GEORGE, LLC,
a New York limited liability company
PRIVATE ESCAPES PLATINUM OF COPPER MOUNTAIN, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM KIAWAH, LLC,
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PRIVATE ESCAPES OF LAKE OCONEE, LLC,
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PRIVATE ESCAPES PLATINUM LAKE GEORGE, LLC,
a New York limited liability company
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a Colorado limited liability company
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a New York limited liability company
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a Colorado limited liability company
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a Colorado limited liability company
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a New York limited liability company
PRIVATE ESCAPES VILLA 304, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM CHICAGO, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LINK, LLC,
a New York limited liability company

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RECORDED: 07/16/2008

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