

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
Bay Club Peninsula, Inc.		12/31/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bay Club Peninsula, LLC		
Street Address:	One Lombard Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2474732	PACIFIC ATHLETIC CLUB	
CORRESPONDENCE DATA			
Fax Number:	(303)223-8048		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.223.1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 17th Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	12059.10 1/6/10 DRS		
NAME OF SUBMITTER:	Ashley Krause		
Signature:	/ashleykrause/		
Date:	01/06/2010		

OP \$40.00 2474732

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this 31st day of December, 2009, by and between Bay Club Peninsula, Inc., a California corporation with a principal place of business at One Lombard Street, San Francisco, California 94111 ("Assignor"), and Bay Club Peninsula, LLC, a Delaware limited liability company with a principal place of business at One Lombard Street, San Francisco, California 94111 ("Assignee").

WHEREAS, on the date hereof, Assignor merged with and into Assignee (the "Merger") pursuant to an Agreement and Plan of Merger and this Assignment is intended to evidence the assignment pursuant to the Merger of certain trademarks as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does assign and set over to Assignee, any and all rights that Assignor may have throughout the world in and to the trademarks and trademark applications set forth on Exhibit A hereto (the "Marks"), and all common law rights and rights of registration and renewal thereof, together with the portion and goodwill of the business for which the Marks are intended to be used and which are symbolized by the Marks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date written above.

BAY CLUB PENINSULA, INC.

By: [Signature]
Its: CEO

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On December 21, 2009 before me, MARIE STRANZFELDT, Notary Public, personally appeared MATTHEW STEVENS, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. [Signature]

My commission expires: 12/15/2012

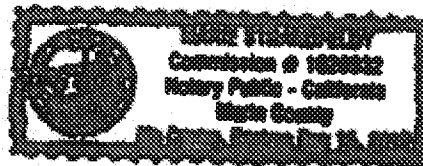


EXHIBIT A

MARK	APPLICATION NO.	REGISTRATION NO.
PACIFIC ATHLETIC CLUB	75/425069	2474732

1205910A1345025.1
DRAFT 12/17/09