

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Resorts Group, Inc.		06/23/2010	CORPORATION: PENNSYLVANIA
Bushkill Group Inc.	FORMERLY Resorts USA Inc.	06/23/2010	CORPORATION: DELAWARE
Hara Corporation		06/23/2010	CORPORATION: PENNSYLVANIA
Tree Tops, Inc.		06/23/2010	CORPORATION: PENNSYLVANIA
HRP Corp.		06/23/2010	CORPORATION: PENNSYLVANIA
Sand Hill Creek Realty, Inc.		06/23/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Bank
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	Industrial Bank: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3267977	THE VILLAS AT TREE TOPS AND FAIRWAY
Registration Number:	3767493	FERNWOOD HOTEL & RESORT

**CORRESPONDENCE DATA**

**Fax Number:** (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 214-758-1509  
**Email:** vwalker@pattonboggs.com  
**Correspondent Name:** Vicky Walker, Patton Boggs LLP  
**Address Line 1:** 2000 McKinney Avenue, Suite 1700  
**Address Line 4:** Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	027549.0172
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
Signature:	/s/ Vicky Walker
Date:	07/02/2010
Total Attachments: 7 source=Resorts Trademark Security Agreement#page1.tif source=Resorts Trademark Security Agreement#page2.tif source=Resorts Trademark Security Agreement#page3.tif source=Resorts Trademark Security Agreement#page4.tif source=Resorts Trademark Security Agreement#page5.tif source=Resorts Trademark Security Agreement#page6.tif source=Resorts Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is made and effective as of June 23, 2010, by **RESORTS GROUP, INC.**, a Pennsylvania corporation ("**RGI**"), **BUSHKILL GROUP INC.**, a Delaware corporation (f/k/a Resorts USA Inc.) ("**Bushkill**"), **HARA CORPORATION**, a Pennsylvania corporation ("**HaRa**"), **TREE TOPS, INC.**, a Pennsylvania corporation ("**Tree Tops**"), **HRP CORP.**, a Pennsylvania corporation ("**HRP**"), and **SAND HILL CREEK REALTY, INC.**, a Delaware corporation ("**Sand Hill**", and together with RGI, Bushkill, HaRa, Tree Tops, HRP and Sand Hill, each individually and collectively referred to herein as "**Grantor**", in favor of **CAPITALSOURCE BANK**, a California industrial bank, as administrative, payment and collateral agent (together with its successors and assigns, "**Agent**"). Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of May 12, 2010, among each Grantor and Agent and the other lenders from time to time party thereto (individually, each a "**Lender**" and collectively, the "**Lenders**") (as amended to date and as the same may be further amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Agent and the Lenders agreed, subject to the terms and conditions set forth therein, to make loans and extend other financial accommodations to the Grantor;

**WHEREAS**, it is a condition to the obligation of Agent and the Lenders to continue to perform their obligations under the Loan Agreement that Grantor shall have executed and delivered this Agreement to Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure prompt and complete payment of the Obligations, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing (subject to Section 3 below) security interest in all of the right, title and interest of any Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "**IP Collateral**"):

(a) Any U.S. and state trademark and service mark registrations, trademark and service mark applications owned by a Grantor, including, without limitation the trademarks and/or service marks attached hereto as Exhibit A, and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(b) Any and all claims and causes of action for past, present or future infringement of any Trademarks, with the right, but not the obligation, to sue for and collect damages for infringement of any Trademarks;

(c) Any and all licenses or rights granted under any written agreement under

any Trademarks, and all license fees and royalties arising from such licenses or rights, in each case only if and to the extent permitted by such licenses or rights;

(d) Any and all amendments, renewals, extensions and reissuances of any of the foregoing in subclauses (a), (b) or (c); and

(e) Any and all proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other Governmental Authority (as defined in the Credit Agreement) to which this Agreement is submitted) file and record this Agreement (and any corresponding or applicable separate forms of such jurisdiction) in order to publicly reflect the security interests of Agent and Lenders in the IP Collateral granted herein.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will automatically terminate (and all rights to the IP Collateral will automatically revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at Grantor's sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Agent to evidence such termination and release of the security interests granted herein.

4. Miscellaneous.

(a) This Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern. This Agreement shall be considered a Security Document for all purposes.

(b) This Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

***[Remainder of Page Intentionally Blank; Signature Page Follows]***

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

**GRANTOR:**

**RESORTS GROUP, INC.**

By: \_\_\_\_\_  
Name: W.A. Worthington  
Title: \_\_\_\_\_

**BUSHKILL GROUP INC. (f/k/a Resorts USA Inc.)**

By: \_\_\_\_\_  
Name: W.A. Worthington  
Title: \_\_\_\_\_

**HARA CORPORATION**

By: \_\_\_\_\_  
Name: W.A. Worthington  
Title: \_\_\_\_\_

**TREE TOPS, INC.**

By: \_\_\_\_\_  
Name: W.A. Worthington  
Title: \_\_\_\_\_

**HRP CORP.**

By: \_\_\_\_\_  
Name: W.A. Worthington  
Title: \_\_\_\_\_

**SAND HILL CREEK REALTY, INC.**

By: \_\_\_\_\_  
Name: W.A. Worthington  
Title: CEO

**EXHIBIT A**

**TRADEMARK COLLATERAL**

(See attached)

Int. Cls.: 36 and 43

Prior U.S. Cls.: 100, 101 and 102

**United States Patent and Trademark Office**

Reg. No. 3,267,977

Registered July 24, 2007

**SERVICE MARK  
PRINCIPAL REGISTER**

**THE VILLAS AT TREE TOPS  
AND FAIRWAY**

TREE TOPS, INC. (PENNSYLVANIA CORPORATION)  
P.O. BOX 447  
ROUTE 209  
BUSHKILL, PA 18324 AND  
HRP CORPORATION (PENNSYLVANIA CORPORATION)  
P.O. BOX 447  
ROUTE 209  
BUSHKILL, PA 18324

FOR: REAL ESTATE MANAGEMENT IN THE  
FIELD OF TIME SHARES AND VACATION CLUBS,  
IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 0-0-1999; IN COMMERCE 0-0-1999.

FOR: RESORT HOTELS AND HOTELS, IN CLASS  
43 (U.S. CLS. 100 AND 101).

FIRST USE 0-0-1999; IN COMMERCE 0-0-1999.

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

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "VILLAS", APART FROM THE  
MARK AS SHOWN.

SER. NO. 78-860,981, FILED 4-13-2006.

ELLEN B. AWRICH, EXAMINING ATTORNEY



# United States of America

United States Patent and Trademark Office

FERNWOOD HOTEL & RESORT

**Reg. No. 3,767,493** HARA CORPORATION (PENNSYLVANIA CORPORATION)  
Registered Mar. 30, 2010 P.O. BOX 447  
ROUTE 209  
BUSHKILL, PA 18324

**Int. Cls.: 35 and 43**

**SERVICE MARK  
PRINCIPAL REGISTER**

FOR: BUSINESS MANAGEMENT SERVICES FOR OTHERS IN THE FIELD OF VACATION CLUBS AND TIMESHARES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 0-0-1979; IN COMMERCE 0-0-1979.

FOR: RESORT HOTELS AND HOTELS, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 0-0-1921; IN COMMERCE 0-0-1921.

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

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HOTEL & RESORT", APART FROM THE MARK AS SHOWN.

SER. NO. 78-861,594, FILED 4-14-2006.

JIM RINGLE, EXAMINING ATTORNEY



*David J. Kypas*

Director of the United States Patent and Trademark Office