

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starwood DV II, L.L.C.		04/21/1997	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Caystar Corp. III
Street Address:	c/o Maples and Calder
Internal Address:	P.O. Box 309, George Town
City:	Grand Caymans
State/Country:	CAYMAN ISLANDS
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1192273	AMELIA ISLAND PLANTATION
Registration Number:	1979839	THE AMELIA ISLAND CLUB

CORRESPONDENCE DATA

Fax Number: (202)672-5399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-672-5300
 Email: PTOMAILWashington@foley.com
 Correspondent Name: Norm J. Rich
 Address Line 1: Foley & Lardner LLP
 Address Line 2: 3000 K Street, N.W., Sixth Floor
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5109

ATTORNEY DOCKET NUMBER: 073661-0103

DOMESTIC REPRESENTATIVE

Name: Norm J. Rich

900171312

**TRADEMARK
 REEL: 004276 FRAME: 0127**

OP \$65.00 1192273

Address Line 1: Foley & Lardner LLP
Address Line 2: 3000 K Street, N.W., Sixth Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5109

NAME OF SUBMITTER:	Norm J. Rich
Signature:	/norm j. rich/
Date:	09/10/2010

Total Attachments: 5
source=securityintereststarwoodcaystar#page1.tif
source=securityintereststarwoodcaystar#page2.tif
source=securityintereststarwoodcaystar#page3.tif
source=securityintereststarwoodcaystar#page4.tif
source=securityintereststarwoodcaystar#page5.tif

Page 001

This instrument was, with the advice of local counsel, prepared by and after recording returns in:

Kasson MacMe & Zavis
525 West Monroe Street, Suite 1600
Chicago, IL 60661-3443
Kenneth M. Jacobson, Esq.

APR 21 1997

8K0790PG1833
OFFICIAL RECORDS

(The Above Space for Recorder's Use Only)

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made this 21 day of April, 1997, by STARWOOD DV II, L.L.C., a Connecticut limited liability company having an address of Three Pickwick Plaza, Greenwich, Connecticut 06830 ("Assignor"), to CAYSTAR CORP. III, a Cayman Islands Company having address of c/o Maples and Calder, P.O. Box 309, George Town, Grand Cayman, Cayman Islands, British West Indies ("Assignee")

BACKGROUND FACTS

A. Assignor is the holder of the following promissory notes executed by Amella Island Company ("Borrower") in favor of Barnett Bank, N.A., f/k/a Barnett Bank of Jacksonville ("Barnett"), pursuant to that certain Assignment of Note, Mortgage and Loan Documents (the "Barnett Assignment") dated January 15, 1997 and recorded in Official Records Book 782, Page 1061 of Nassau County, Florida:

1. Second Consolidating Renewal Promissory Note Dated May 6, 1993 in the original principal amount of \$12,152,688.35;
2. Consolidating and Renewal Promissory Note dated May 6, 1993 in the original principal amount of \$893,430.53;
3. Second Renewal Promissory Note dated May 6, 1993 in the original principal amount of \$297,000.00;
4. Renewal Promissory Note dated May 6, 1993 in the original principal amount of \$1,716,672.35; and
5. Renewal Promissory Note dated May 6, 1993 in the original principal amount of \$250,000.00

DOCUMENT # C:\NOVA (7791404) 1 25440 3, DATE 04/21/97 10:34-

BK 0790 PG 1834
OFFICIAL RECORDS

(collectively, the "Barnett Notes").

B. Assignor is the holder of that certain Future Advance Note (the "Starwood Note") dated January 14, 1997 in the original principal amount of \$8,546,803.41 executed by Amelia Island Company ("Borrower") in favor of Assignor; Assignor is also the holder of that certain Consolidation, Renewal and Amendment to Notes dated January 14, 1997 executed by Borrower in favor of Assignor (the "Consolidation") which consolidates the Barnett Notes and the Starwood Note.

The Barnett Notes, the Starwood Note and the Consolidation are together referred to herein as the "Notes".

C. Assignor is the legal and equitable owner and holder of that certain Note and Mortgage Modification and Consolidation Evidencing Renewal Notes and Extension Agreement dated May 6, 1993 given by Borrower and encumbering certain lands in Nassau County, Florida recorded in Official Records Book 681, Page 784, as amended by that certain Note and Mortgage Modification Agreement Evidencing Future Advance dated January 31, 1994 recorded in Official Records Book 698, Page 781, as further amended by that certain Note and Mortgage Modification Agreement Evidencing Future Advance dated July 25, 1994 recorded in Official Records Book 712, Page 1725, as further amended by that certain Note and Mortgage Modification Agreement Evidencing Future Advance dated October 25, 1994 recorded in Official Records Book 718, Page 1791, as further amended by that certain Note and Mortgage Modification Agreement Evidencing Spreading Agreement dated June 28, 1993 recorded in Official Records Book 734, Page 559, as further modified by that certain Note and Mortgage Modification Agreement Evidencing Future Advance dated September 1, 1993 recorded in Official Records Book 739, Page 273, as subordinated by that certain Subordination of Mortgage Agreement recorded in Official Records Book 749, Page 820, as further amended by that certain Notice of Future Advance and Mortgage Modification Agreement dated January 14, 1997 recorded in Official Records Book 782, Page 1067, as further amended by that certain Mortgage Modification dated April 14, 1997 recorded in Official Records Book 792, Page 1629 all of the Official Public Records of Nassau County, Florida (as amended, the "Mortgage").

D. Assignor is the legal and equitable owner and holder of that certain Conditional Assignment of Reals, Leases and Revenues dated May 6, 1993 recorded in Official Records Book 681, Page 900 of the official public records of Nassau County, Florida (the "Collateral Assignment").

E. Assignor is the legal and equitable owner and holder of those certain UCC-1 Financing Statements executed by Borrower in favor of Assignor, which are recorded in Official

BR0790PG1835
OFFICIAL RECORDS

Records Book 629, Page 521 and Official Records Book 681, Page 989, both of the official public records of Nassau County, Florida (together, the "Financing Statement").

F. Barnett and Borrower also executed that certain Loan Restructuring Agreement dated May 6, 1993, as amended by that certain First Amendment to Loan Restructuring Agreement dated June 28, 1993 (the "1985 Loan Agreement"), which 1985 Loan Agreement was assigned to Assignee by the Barnett Assignment. The 1985 Loan Agreement and all other certificates, documents and other agreements evidencing, securing, guaranteeing or executed in connection with the Notes or Mortgage shall hereinafter be collectively referred to as the "Barnett Loan Documents".

G. In connection with a \$20,150,000 loan (the "Loan") from Assignor to Borrower, Assignor and Borrower executed that certain Term Loan Agreement dated January 14, 1997 (the "Starwood Loan Agreement").

H. In connection with the Loan, Borrower and others executed and delivered to Assignor, various documents evidencing, securing, governing, perfecting and/or pertaining to the Loan (together with the Starwood Loan Agreement, collectively, the "Starwood Loan Documents").

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background Facts. The background facts as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. Assignment. Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, without recourse, all of Assignor's right, title, interest, claim and demand in and to the Notes, the Mortgage, the Collateral Assignment, the Financing Statement, the Barnett Loan Documents, the Starwood Loan Agreement and the Starwood Loan Documents, together with all moneys, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging.

3. Attorney-in-Fact. Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney-in-fact, with the full power to act in Assignor's name and to otherwise enforce all of the rights of Assignor under the Notes, the Mortgage, the Collateral Assignment, the Financing Statement and the Starwood Loan Documents. This power of attorney, being coupled with an interest, is irrevocable.

BK0790PG1836
OFFICIAL RECORDS

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors in title and assigns.

5. Severability. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

6. Further Assurance. Assignor and Assignee hereby agree that they will execute such further documents and perform such further acts as may be necessary to properly consummate the transaction contemplated hereunder.

BK0790PG1837
OFFICIAL RECORDS

ASSIGNOR:

Signed, sealed and delivered in the presence of:

Jeanne Westly
JEANNE WESTLY
[Print or Type Name]

Javier W. Jaenn
Javier W. Jaenn
[Print or Type Name]

STARWOOD DV II, L.L.C., a Connecticut limited liability company

By: SOFI IV Management, L.L.C., a Connecticut limited liability company, its general manager

By: Starwood Capital Group, L.L.C., a Connecticut limited liability company, its general manager

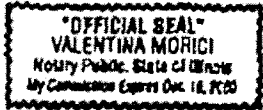
By: [Signature]
Its: Authorized Signatory

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 16th day of April, 1997, by Jeffrey C. Dishner, as Senior Vice President of Starwood Capital Group, L.L.C., a Connecticut limited liability company ("SCG"), the general manager of SOFI IV Management L.L.C., a Connecticut limited liability company ("SOFI"), the general manager of Starwood DV II, L.L.C., a Connecticut limited liability company ("Starwood"), acting on behalf of SCG, which is acting on behalf of SOFI, which is acting on behalf of Starwood. He is personally known to me or has produced a driver's license as identification.

[Notary Seal must be affixed]

[Signature]
Signature of Notary



Valentin Morici
Name of Notary (typed, Printed or Stamped)
Commission Member (If not legible use "Notary Public")
My Commission Expires (If not legible use "Notary Public")
9708038

97 APR 21 PH 3:43

[Signature]
NOTARY PUBLIC
ILLINOIS