

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
Bay Club Peninsula, LLC		01/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America N.A.		
Street Address:	Fifth Avenue Plaza		
Internal Address:	800 5th Avenue		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104-3716		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75425069	PACIFIC ATHLETIC CLUB	
Serial Number:	77925143		
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	415-268-7000		
Email:	jdecker@mofo.com		
Correspondent Name:	Lynn M Humphreys		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	753-2809		
NAME OF SUBMITTER:	Lynn M Humphreys		

900182280

TRADEMARK
REEL: 004460 FRAME: 0704

CH \$65.00 75425069

Signature:	/Lynn M Humphreys/
Date:	01/25/2011
Total Attachments: 9 source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page1.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page2.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page3.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page4.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page5.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page6.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page7.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page8.tif source=753-2809 - 17a Patent and Trademark Security Agreement (Bay Club)#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 24, 2011, is made between Bay Club Peninsula, LLC, a Delaware limited liability company (“Grantor”), and Bank of America, N.A., as Administrative Agent for the Lenders referred to below (in such capacity, the “Administrative Agent”).

W.A. Holding Company, LLC, a Delaware limited liability company (“Borrower”), the Administrative Agent and certain lending institutions as lenders (the “Lenders”) are parties to a Credit Agreement, dated as of January 24, 2011 (as amended, modified, renewed or extended from time to time, the “Credit Agreement”). In connection therewith, pursuant to the Security Agreement, dated as of January 24, 2011 (as amended, modified, renewed or extended from time to time, the “Security Agreement”), among the “Grantors” listed therein and the Administrative Agent, Grantor has granted to the Administrative Agent, for itself and for the ratable benefit of the other Secured Parties, a security interest in all of Grantor’s present and future assets, including the intellectual property identified below, to secure the Secured Obligations. To supplement the Administrative Agent’s security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Interpretation. The rules of interpretation set forth in Sections 1.02 and 1.05 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Grantor hereby grants, assigns, and conveys to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or

unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 4, Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor and the Administrative Agent and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

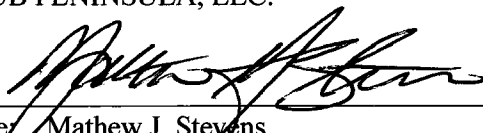
SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

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

THE GRANTOR:

BAY CLUB PENINSULA, LLC.

By: 
Name: Mathew J. Stevens
Title: President Chief Executive Officer & Secretary

Address:

Bay Club Peninsula, LLC
One Lombard St.
San Francisco, CA 94111
Attention: David J. Nadeau
Facsimile: (415) 394-5570

Organizational Identification Number: 4759118

THE ADMINISTRATIVE AGENT

BANK OF AMERICA, N.A.

By: 

Name: Bozena Janociak

Title: Assistant Vice President

Address:

Bank of America, N.A.

Fifth Avenue Plaza

800 5th Avenue

Seattle, WA 98104-3716

Mail Code: WA1-50117-32

Attention: Tiffany Shin

Facsimile: (415) 343-0561

Electronic mail: Tiffany.Shin@baml.com

SCHEDULE A
to the Patent and Trademark Security Agreement

BAY CLUB PENINSULA, LLC

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
NONE			

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
NONE			

SCHEDULE B
to the Patent and Trademark Security Agreement

BAY CLUB PENINSULA, LLC

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
75425069	Jan. 22, 1998	Bay Club Peninsula, LLC	PACIFIC ATHLETIC CLUB

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77925143	February 1, 2010	Bay Club Peninsula, LLC	(design only)