

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
The Setai Group, LLC		06/17/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Lehman Brothers Holdings Inc.
Street Address:	1271 Avenue of the Americas
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2506974	THE SETAI
Registration Number:	2506966	THE SETAI GROUP
Serial Number:	85301702	SETAI
Serial Number:	85301684	SETAI
Serial Number:	85301674	SETAI
Serial Number:	85301657	SETAI
Serial Number:	85301645	SETAI
Serial Number:	85301629	SETAI
Serial Number:	85301611	SETAI
Serial Number:	85301601	SETAI
Serial Number:	85301592	SETAI

CORRESPONDENCE DATA

900194874

**TRADEMARK
 REEL: 004565 FRAME: 0819**

CH \$290.00 2506974

Fax Number: (215)655-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@dechert.com
Correspondent Name: Jay Johnston
Address Line 1: Dechert LLP
Address Line 2: Cira Centre, 2929 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	107269
NAME OF SUBMITTER:	Jay Johnston
Signature:	/Jay Johnston/
Date:	06/20/2011

Total Attachments: 17
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LEHMAN BROTHERS HOLDINGS, INC.
SIGNATORY DOCUMENTATION COVER SHEET
(PLEASE PRINT CLEARLY)

Date Submitted for Signature: _____ 6/17/2011

Deal ID: _____ R00A35

Asset/Deal Name: _____ Setai

LB Entity(ies): _____ LBHI

Outside Law Firm/Attorney: _____ Dechert/Kathy B.

Asset Manager: _____ Siu/Fischler

Return Executed Original to: _____ Siu/Fischler

Document Description:

- *Correspondence
- *Default Notice
- Protective Advance Letter
- Forbearance Agreement
- Pre-Negotiation Agreement
- *Litigation Support Document
- *Operating Agreement (LB Entity)
- Law Firm Retainer Agreement/Conflict Waiver
- Brokerage/Consulting Agreement
- Assignment of Interest Setai mark
- Joint Venture Agreement
- Purchase and Sale Agreement
- Real Estate Conveyancing Documents
- Lease Documents
- Aurora Documents
- Residential Documents
- Other (please specify)

Memo Posted (Date): _____

UCC Approval Required: Yes No If no, please explain:
_____ Ordinary Course - Setai mark assignment of interest

Court Approval Required: Yes No If no, please explain:
_____ Not needed

Submission of Document Types marked with * do not require completion of Memo/UCC and Court Approval Fields

Legal Department use only

Fully Executed Date: _____

File Folder Name: _____

ASSIGNMENT OF TRADEMARK COLLATERAL

This ASSIGNMENT OF TRADEMARK COLLATERAL ("Assignment") is effected as of June 17, 2011 on behalf of The Setai Group, LLC, a New York limited liability company ("Assignor") in favor of Lehman Brothers Holdings Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks, and applications therefore, shown in Schedule A attached hereto (the "Trademarks"); and

WHEREAS Assignee has on this date acquired from Assignor (i) the Trademarks, the registrations and applications for registration of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, along with the goodwill of the business symbolized by the Trademarks, (ii) certain contractual rights relating to the Trademarks, as set forth in Schedule B attached hereto; and (iii) the domain name registrations set forth on Schedule C attached hereto, and all of the goodwill of the business of Assignor associated with the foregoing (collectively, the "Trademark Collateral").

NOW THEREFORE, by execution of this Assignment, Assignee hereby gives notice of and memorializes the assignment to Assignee by Assignor of the Trademark Collateral, as effected through the foreclosure sale under the Uniform Commercial Code of even date herewith, and further ratifies and memorializes that such sale effected the sale, assignment and transfer to Assignee of all of Assignor's right, title and interest in and to the Trademark Collateral, including without limitation the registrations and applications for registration of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademark Collateral, all claims for damages by reason of past, present and future infringement or dilution of the Trademarks and the right to sue and collect damages for such infringement or dilution, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made, and the goodwill of the business symbolized by the Trademark Collateral.

By and on behalf of Lehman Brothers Holdings Inc.

By

Name: DOUGLAS J. KAMBERT

Title: SVP

TRADEMARK

REEL: 004565 FRAME: 0822

SCHEDULE A

U.S. Registrations

Registration No.	Registration Date	Registered Owner	Mark
2,506,974	November 13, 2001	The Setai Group, LLC (formerly known as Metropolitan Development Group, LLC)	The Setai
2,506,966	November 13, 2001	The Setai Group, LLC (formerly known as Metropolitan Development Group, LLC)	The Setai Group

Pending U.S. Applications

Application No.	Application Date	Applicant	Mark
85301702	April 21, 2011	The Setai Group, LLC	SETAI
85301684	April 21, 2011	The Setai Group, LLC	SETAI
85301674	April 21, 2011	The Setai Group, LLC	SETAI
85301657	April 21, 2011	The Setai Group, LLC	SETAI
85301645	April 21, 2011	The Setai Group, LLC	SETAI
85301629	April 21, 2011	The Setai Group, LLC	SETAI
85301611	April 21, 2011	The Setai Group, LLC	SETAI
85301601	April 21, 2011	The Setai Group, LLC	SETAI
85301592	April 21, 2011	The Setai Group, LLC	SETAI

SCHEDULE B

Agreements

Second Amended and Restated Trademark License Agreement dated as of April 30, 2007, as amended by that certain First Amendment to Second Amended and Restated Trademark License Agreement dated as of December 14, 2009, by and between Assignor and Setai Owners LLC

Branding and Marketing Agreement, dated as of July 10, 2007, by and between Setai Group and 400 Fifth Realty LLC

Branding and Marketing Agreement, dated as of January 13, 2006, by and between Setai Group and 40 Broad LLC

Branding and Marketing Agreement (Spa and Restaurant) dated as of January 13, 2006, by and between Setai Group and 40 Broad Commercial LLC

SCHEDULE C

Domain Name Registrations

THESETAI.COM

SETAI.COM

SETAIFIFTHAVENUE.COM

SETAI-REALTY.COM

SETAIREALTY.COM

SETAICLUBNEWYORK.COM

DECLARATION OF BRIAN E. GREER, ESQ.

Brian E. Greer, Esq., an attorney duly admitted to practice before the Courts of the State of New York, hereby declares under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am a member of the law firm of Dechert LLP, counsel for Lehman Brothers Holdings Inc., a Delaware corporation ("Secured Party"). As such, I am fully familiar with the facts and circumstances set forth herein. I respectfully submit this declaration to support the Assignment of Trademark Collateral, dated as of June 17, 2011, to be filed in the United States Patent and Trademark Office evidencing the transfer of ownership of the Setai Marks, as more particularly described on **Exhibit A** attached hereto, from The Setai Group, LLC, a New York limited liability company ("Debtor"), to Secured Party.

2. On February 9, 2004, Secured Party made a loan in the original principal amount of \$5,000,000 (the "Loan") to Debtor and NC Land Corporation, a Bahamian corporation ("NC Land"; together with Debtor, "Borrower"), pursuant to that certain Loan Agreement, dated as of February 9, 2004, as amended by that certain General Modification, Reaffirmation and Ratification of Loan Documents, dated as of June 12, 2004, as further amended by that certain First Amendment to Loan Documents, dated as of December 10, 2004, as further amended by that certain Agreement Regarding Loan, dated as of July 31, 2008 and effective as of March 1, 2007, and as further amended by that certain Second General Modification, Reaffirmation and Ratification of Loan Documents, dated as of December 14, 2009 (as amended, the "Loan Agreement), by and between Borrower and Secured Party.

3. The Loan is evidenced by, among other things, that certain Amended and Restated Promissory Note, dated as of February 9, 2004, as amended by that certain First

Modification to Note (as amended, the "Note"; together with the Loan Agreement and all other documents executed in connection therewith, the "Loan Documents"), dated as of June 12, 2004, by Borrower payable to the order of Secured Party.

4. The Loan is secured by, among other things, that certain Trademark Security Agreement, dated as of July 31, 2008 (the "Trademark Security Agreement"), by and between Debtor, as licensor, and Secured Party, pursuant to which Debtor granted to Secured Party a first secured interest in all of Debtor's right, title and interest in, to and under the Setai Marks, which first-priority security interest was perfected pursuant to that certain UCC-1 Financing Statement evidencing Secured Party's security interest in the Setai Marks, filed with the New York State Department of State on August 12, 2008, Filing Number 200808128325714 (the "Financing Statement").

5. Borrower is in default of its obligations under the Note, the Loan Agreement and the other Loan Documents, for, *inter alia*, failing to pay the outstanding principal and interest amount of the Loan and other amounts due under the Loan Agreement, the Notes and the other Loan Documents on or before May 1, 2010 (the "Maturity Default").

6. Pursuant to Section 2(c) of the Trademark Security Agreement, in the event of, among other things, a Maturity Default by Debtor under the Loan Agreement, Secured Party may sell or otherwise dispose of the Setai Marks at a foreclosure sale conducted pursuant to the Uniform Commercial Code in effect in the State of New York ("UCC").

7. Section 9-611 of the UCC sets forth the requirements for the notification before disposition of collateral. In accordance with Section 9-611 of the UCC, Secured Party sent that certain Notice of Disposition of Collateral, dated as of May 10, 2011 (the "Notice of Disposition"), a copy of which is attached hereto as **Exhibit B**, to (a) Debtor and NC Land, the primary obligors under the Loan Documents; (b) John P. Conroy and Jonathan J. Breene, the

secondary obligors under the Loan Documents; (c) Setai Owners LLC, licensee of the Setai Marks pursuant to that certain Trademark License Agreement (as defined below); (d) Nakash South Beach, LLC, a party holding a security interest against certain collateral owned by Debtor, and (e) Benjamin Wolkov, Esq., the applicant of the Pending U.S. Applications as more particularly set forth on **Exhibit A** attached hereto, such Pending U.S. Applications are within the scope of Secured Party's security interest and are part of the property to be sold at the foreclosure sale.

8. Section 9-612 of the UCC sets forth the requirements for timely notification of the disposition of collateral prior to such disposition, requiring that, with respect to non-consumer goods, 10 days' prior notice of the disposition of the collateral is sufficient notice. Secured Party sent the Notice of Disposition more than 10 days prior to the Initial Scheduled Date (as defined below) of the foreclosure sale in accordance with Section 6-12 of the UCC. Accordingly, notice of the foreclosure sale was timely and commercially reasonable.

9. Section 9-610 of the UCC sets forth the requirements for the disposition of collateral after default. In particular, Section 9-610 provides that (a) a secured party may sell or otherwise dispose of any or all of the collateral, (b) every aspect of the disposition of the collateral, including the method, manner, time, place and other terms, must be commercially reasonable, (c) a secured party may purchase the collateral at a public disposition, and (d) a secured party may disclaim warranties relating to title, possession, quiet enjoyment and the like which by operation of law accompany a voluntary disposition of the property of the kind subject to the contract by communicating to purchaser a record evidencing the contract for disposition and including an express disclaimer or modification of warranties.

10. In accordance with Section 9-610 of the UCC, the Notice of Disposition provided notice of the following:

- (a) that Secured Party was selling all of the Debtor's right, title and interest in and to the Setai Marks, subject to the rights of Setai Owners LLC, a licensee of the Setai Marks pursuant to that certain Trademark License Agreement;
- (b) that the foreclosure sale was to be a public sale, scheduled to take place on June 10, 2011 (the "Initial Scheduled Date"), at 10:00 a.m. at the law offices of Dechert LLP, having an address at 1095 Avenue of the Americas, New York, New York 10036;
- (c) that Secured Party may credit bid at the sale;
- (d) that the Setai Marks were offered "As-Is, Where Is", with all faults and the Secured Party makes no guaranty, representation or warranty (including, without limitation, any representation or warranty of merchantability or fitness), express or implied, as to the existence or nonexistence of other liens, the quantity, quality or condition or description of the Setai Marks, and the value of the Setai Marks or Debtor's rights in or title to the Setai Marks;
- (e) that, upon the execution of a confidentiality agreement, Secured Party would provide prospective bidders copies of the Trademark Security Agreement, and the Second Amended and Restated Trademark License Agreement dated as of April 30, 2007, as amended by that certain First Amendment to Second Amended and Restated Trademark License Agreement dated as of December 14, 2009 (the "Trademark License Agreement");

- (f) that in order for a prospective bidder (other than Secured Party) to be a “qualified bidder” and eligible to bid at the public auction, each such prospective bidder must register with Secured Party prior to the commencement of the auction and deposit with Secured Party prior to the auction the sum of \$500,000;
- (g) that Secured Party reserves the right to reject all bids, adjourn or terminate the foreclosure sale and impose other commercially reasonable conditions upon the sale of the Setai Marks as Secured Party may deem proper; and that the successful bidder, other than Secured Party, shall execute a confirmation of sale in a form to be provided by Secured Party.

11. In accordance with Section 9-610 of the UCC, the public foreclosure sale was advertised, on May 26, 2011, in both the (a) Miami Herald and (b) the Eastern Edition of the Wall Street Journal. Secured Party has received affidavits of publication from both the Miami Herald and the Wall Street Journal, copies of which are attached hereto as collective **Exhibit C**.

12. On June 9, 2011, pursuant to that certain Notification of Rescheduled Foreclosure Sale sent to those parties listed in Paragraph 7 above, a copy of which is attached hereto as **Exhibit D**, Secured Party gave notice that the foreclosure sale was rescheduled to June 17, 2011 at 10:00 a.m. at the law offices of Dechert LLP, having an address at 1095 Avenue of the Americas, New York, New York 10036;

13. In accordance with Section 9-610, the UCC foreclosure sale took place on June 17, 2011 at 10:00 a.m. at the law offices of Dechert LLP, located at 1095 Avenue of the Americas, New York, New York 10036. The only party present to bid at the UCC foreclosure sale was Secured Party. The successful bidder was Secured Party. The amount of the successful bid was One Million dollars (\$1,000,000.00). A transcript of the auction is available upon

written request to Brian E. Greer, Esq., at Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036.

14. Accordingly, that certain Assignment of Collateral, dated as of June 17, 2011, was executed by Secured Party. The Assignment of Collateral evidences the transfer of ownership of the Setai Marks to Secured Party.

Dated: New York, New York
June 17, 2011

A handwritten signature in black ink, appearing to read 'B. E. Greer', written over a horizontal line.

Brian E. Greer, Esq.

Exhibit A

(i) all of the Debtor's rights in and to the trademarks, service marks and trade names comprising or incorporating the mark SETAI, and all common law rights therein and thereto, including but not limited to those Setai marks listed below (the "Setai Marks"):

U.S. Registrations

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Domain Name Registrations

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SETAI.COM
SETAIFIFTHAVENUE.COM
SETAI-REALTY.COM
SETAIREALTY.COM
SETAICLUBNEWYORK.COM

(ii) all licenses relating to any of the Setai Marks, and all income and royalties with respect to any licenses (including such Setai Marks, names and applications as listed above), 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 renewals thereof;

(iii) the entire goodwill of or associated with the business conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(v) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

EXHIBIT B

[Notice of Disposition]

EXHIBIT C

[Affidavits of Publication]

EXHIBIT D

[Notification of Rescheduled Foreclosure]