

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
HT-Santa Barbara, Inc.		07/19/2011	CORPORATION: DELAWARE
Great Universal Capital Associates, L.P.		07/19/2011	LIMITED PARTNERSHIP: CALIFORNIA
Bacara Retail LLC		07/19/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	SB Luxury Marks, LLC
Street Address:	1991 Broadway Street
Internal Address:	Suite 140
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77025175	BACARA
Serial Number:	77025195	BACARA
Serial Number:	77025201	BACARA
Registration Number:	2589268	BACARA
Registration Number:	2589269	BACARA
Registration Number:	2847711	BACARA
Registration Number:	2589271	BACARA
Registration Number:	2494002	BACARA RESORT & SPA

CORRESPONDENCE DATA

Fax Number: (312)876-7934

900199071

**TRADEMARK
 REEL: 004599 FRAME: 0634**

OP \$215.00 77025175

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-876-3122
Email: trademarks@snrdenton.com
Correspondent Name: Carol Anne Been
Address Line 1: Wacker Drive Station, Willis Tower
Address Line 2: P.O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	90000076-0004
NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/
Date:	08/08/2011

Total Attachments: 10

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of the 19th day of July, 2011 by and between HT-SANTA BARBARA, INC., a Delaware corporation, GREAT UNIVERSAL CAPITAL ASSOCIATES, L.P., a California limited partnership, and BACARA RETAIL LLC, a California limited liability company (collectively, "Assignor") and SB LUXURY MARKS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein, and not otherwise defined, shall have the same meanings ascribed to them in the Asset Purchase Agreement (defined below).

RECITALS:

A. This Assignment is made with reference to that certain Asset Purchase Agreement, made and entered into as of July 19, 2011, between Assignor, as Seller and SB Luxury Resort LLC, an affiliate of Assignee, as Buyer with respect to the purchase and sale of the Assets (the "Asset Purchase Agreement").

B. Pursuant to the Asset Purchase Agreement, and effective as of the Closing Date, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the Closing Date, Assignor does hereby assign to Assignee, and Assignee hereby assumes from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property, including without limitation the trademarks and registrations listed on Exhibit A attached hereto, and any other applications or registrations therefor now pending or hereafter filed, together with the goodwill of the business associated therewith, and together with all causes of action for the past, present and future infringement of the trademarks. Assignor and Assignee acknowledge that Assignee is a successor of the entire business or portion thereof to which the trademarks pertain, which business is ongoing and existing.

2. Assignor agrees to, without further consideration but at no cost or expense to Assignor, reasonably cooperate with Assignee and execute and deliver, or cause to be executed and delivered, such other instruments and take such other actions as Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Asset Purchase Agreement, to implement this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby assigned.

3. This Assignment is given pursuant to the Asset Purchase Agreement and the covenants, agreements and limitations contained therein are incorporated herein by reference as if herein set out in full.

4. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Assignment.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“Assignor”

HT-SANTA BARBARA, INC.,
a Delaware corporation

By: [Signature]
Name: BJ Hoppe
Its: PRESIDENT

GREAT UNIVERSAL CAPITAL ASSOCIATES, L.P.,
a California limited partnership

By: **Santa Barbara Associates, LLC,**
a California limited liability company
Its: General Partner

By: **Bacara Corp.,**
a California corporation
Its: Managing Member

By: [Signature]
Name: BJ HOPPE
Title: VP

BACARA RETAIL LLC,
a California limited liability company

By: [Signature]
BJ Hoppe
Its: Member

"Assignee"

SB LUXURY MARKS, LLC,
a Delaware limited liability company

By: CS
Name: Chris Smith
Its: Authorized Signatory

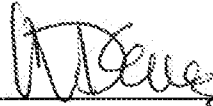
ACKNOWLEDGMENT

STATE OF California)

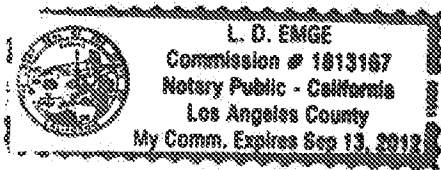
) :SS

COUNTY OF Los Angeles

Be it remembered on this 20th day of July, 2011, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared **BJ Hoppe**, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the President of HT-Santa Barbara, Inc., assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.



Notary Public



ACKNOWLEDGMENT

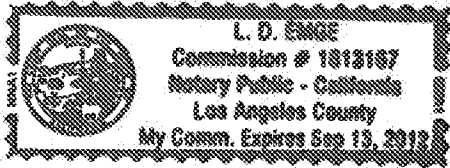
STATE OF California)

) :SS

COUNTY OF Los Angeles)

Be it remembered on this 20th day of July, 2011, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared BJ Hoppe, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the Vice President of Bacara Corp., Managing Member of Great Universal Capital Associates, L.P., assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.

[Handwritten Signature]
Notary Public



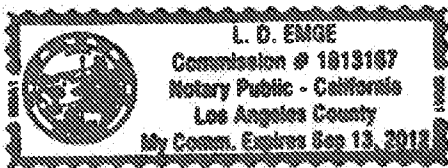
ACKNOWLEDGMENT

STATE OF California)

) :SS

COUNTY OF Los Angeles)

Be it remembered on this 20th day of July, 2011, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared **BJ Hoppe**, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the **Member** of Bacara Retail LLC, assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.



[Handwritten Signature]
Notary Public

ACKNOWLEDGMENT

State of California
County of SAN MATEO)

On JULY 20, 2011 before me, JASON T. LEUNG
(insert name and title of the officer)

personally appeared G. CHRISTOPHER SMITH,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

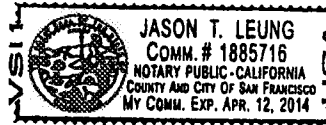
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SCHEDULE A

Trademarks and Filings

<u>Jurisdiction</u>	<u>Mark/Owner</u>	<u>Reg./Application No.</u>	<u>Reg/App. Date</u>	<u>Class and Goods/Services</u>	<u>Status</u>
U.S. Federal	BACARA HT-Santa Barbara, Inc.	77/025,175	10/19/2006	Cl. 36: Condominium, villa and residential home sales management	Pending; Opposition filed by Baccarat
U.S. Federal	BACARA HT-Santa Barbara, Inc.	77/025,195	10/19/2006	Cl. 36: Leasing, rental and management of condominiums, apartments, villas and residential homes	Pending; Opposition filed by Baccarat
U.S. Federal	BACARA HT-Santa Barbara, Inc.	77/025,201	10/19/2006	Cl. 43: Condominium hotels	Pending; Opposition filed by Baccarat
U.S. Federal	BACARA	2,589,268	Reg. 7/2/2002	Cl. 16: Note pads; memo pads; mounted and unmounted photographs; paper bags; pens and pencils; stationery;	Registered; Sections 8 & 9 due 7/2/2011 - 7/2/2012

	HT-Santa Barbara, Inc.				brochures about travel and health and newsletters in the fields of travel and health; postcards; posters	
U.S. Federal	BACARA HT-Santa Barbara, Inc.	2,589,269	Reg. 7/2/2002		Cl. 18: Umbrellas; bags, namely, toiletry cases empty, handbags, backpacks, athletic bags, duffel bags, cosmetic bags sold empty, luggage	Registered; Sections 8 & 9 due 7/2/2011 - 7/2/2012
U.S. Federal	BACARA HT-Santa Barbara, Inc.	2,847,711	Reg. 6/1/2004		Cl. 29: Jams, fruit preserves, dried fruit, olive oils, edible oils, [butter, caviar, salmon for food purposes, foie gras, soup	Registered; Sections 8 & 9 due 6/1/2013 - 6/1/2014
U.S. Federal	BACARA HT-Santa Barbara, Inc.	2,589,271	Reg. 7/2/2002		Cl. 25: Clothing, namely, sweatshirts and sweatpants, shirts, jackets, ties, sweaters, caps, visors, hats, robes, swimwear, socks	Registered; Sections 8 & 9 due 7/2/2011 - 7/2/2012
U.S. Federal	BACARA RESORT & SPA HT-Santa Barbara, Inc.	2,494,002	Reg. 10/02/2001		Cl. 42: Full service resort hotel, health spa services, and providing convention facilities	Registered; Section 8 Affidavit accepted; Section 15 Affidavit withdrawn; Sections 8 & 9 due 10/2/00 - 10/2/11

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