

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
CHEECA HOLDINGS, LLC d/b/a Cheeca Lodge & Spa		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NWCL LLC		
Street Address:	c/o Northwood Investors LLC		
Internal Address:	575 Fifth Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2773042	CHEECA LODGE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	071321/0048		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

CH \$40.00 2773042

Date:

08/08/2011

Total Attachments: 4

source=CheecaTA#page1.tif

source=CheecaTA#page2.tif

source=CheecaTA#page3.tif

source=CheecaTA#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of August 1, 2011 (the "Effective Date"), is by and between CHEECA HOLDINGS, LLC, a Delaware limited liability company d/b/a/ Cheeca Lodge & Spa ("Cheeca Holdings") ("Assignor") and NWCL LLC, a Delaware limited liability company, located at 575 Fifth Avenue, New York, New York 10017 ("Assignee").

WHEREAS, in connection with the Purchase and Sale Agreement dated as of June 29, 2011 between Cheeca Holdings and Assignee ("Agreement"), Cheeca Holdings executed and delivered to Assignee an Omnibus Assignment Agreement dated August 1, 2011, pursuant to which Cheeca Holdings assigned, sold, transferred, set over and delivered unto Assignee, among other items, all intangible Personal Property, including trademarks, service marks, trade logos and other marks and trade or business names relating to the ownership, use, operation and management of the Property (as such term is defined in the Agreement);

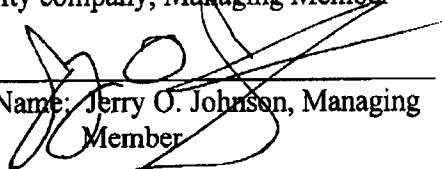
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademark listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, all common-law rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the Effective Date (the "Trademarks").
2. Each party acknowledges that this Assignment is a legal, valid and binding obligation of the warranting party and it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms.
3. The right, title and interest in and to each of the Trademarks is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
4. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignment herein, including any actions or documents that may be necessary to protect, secure and vest good and marketable title to the Trademarks in Assignee.
5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first written above.

CHEECA HOLDINGS, LLC

By: WyCheeca, LLC, a Wyoming limited liability company, Managing Member

By: 
Name: Jerry O. Johnson, Managing Member

NWCL LLC

Name:

Title:

[Trademark Assignment Signature Page]


IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first written above.

CHEECA HOLDINGS, LLC

By: WyCheeca, LLC, a Wyoming limited liability company, Managing Member

By: _____
Name: Jerry O. Johnson, Managing Member

NWCL LLC



Name: Jonathan Wang
Title: Vice President and Treasurer

[Trademark Assignment Signature Page]

SCHEDULE A

Registrant	Mark	Registration Number
Cheeca Holdings, LLC	CHEECA LODGE	2,773,042