

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
The La Quinta Country Club		10/31/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	633 W. Fifth Street, 24th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85138475	LA QUINTA COUNTRY CLUB
Serial Number:	85138470	LA QUINTA COUNTRY CLUB
Registration Number:	3969827	Q

CORRESPONDENCE DATA	
Fax Number:	6265777764
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6265351900
Email:	bives@afrc.com
Correspondent Name:	Brandon C. Ives
Address Line 1:	199 S. Los Robles Avenue, Suite 600
Address Line 4:	Pasadena, CALIFORNIA 91101

ATTORNEY DOCKET NUMBER:	40100-00001
NAME OF SUBMITTER:	Brandon C. Ives

CH \$90.00 85138475

Signature:	/Brandon C. Ives/
Date:	11/01/2012
Total Attachments: 5 source=Trademark Security Agreement (Fully Executed) (00518985)#page1.tif source=Trademark Security Agreement (Fully Executed) (00518985)#page2.tif source=Trademark Security Agreement (Fully Executed) (00518985)#page3.tif source=Trademark Security Agreement (Fully Executed) (00518985)#page4.tif source=Trademark Security Agreement (Fully Executed) (00518985)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2012 (this "Agreement"), is by and between The La Quinta Country Club, a California nonprofit mutual benefit corporation ("Grantor"), in favor of U.S. Bank National Association, in its capacity as Trustee under the Indenture (defined below) ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a certain Indenture of even date herewith (as the same may be amended, supplemented or otherwise modified from time to time, the "Indenture"), governing the terms of certain Taxable 5% Secured Bonds ("Bonds") issued by Grantor; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith by and between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the holders of the Bonds ("Holders"), a lien on, and security interest in, any and all right, title and interest in, and to the Trademarks (as defined in the Security Agreement), whether now owned or hereafter created, acquired or arising, to secure the payment of all obligations of and amounts owing by Grantor under the Bonds and the Indenture;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Indenture and Security Agreement. The Indenture and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of Grantor's obligations under the Bonds and the Indenture, Grantor hereby grants to Grantee, for its benefit and the benefit of Holders, and hereby affirms its grant pursuant to the Security Agreement (which grant shall be deemed to have been made simultaneously herewith) of a lien on, and security interest in, any and all right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"; provided that Trademark Collateral will not include "intent to use" trademark applications unless Grantor has used such trademarks and has filed a statement of use or amendment to allege use with respect to such application), whether now owned or hereafter created, acquired or arising:

(i) any trademarks, trademark registrations, and trademark applications, trade names and trade styles, service marks, service registrations and service mark applications, including without limitation, the United States federal trademark registrations and applications set forth on Schedule A hereto, all renewals and extensions of any of the foregoing and all goodwill symbolized by any of the foregoing;

(ii) all income, damages and payments now and hereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements, unfair competition, dilution of, or for injury to the goodwill associated with any of the Trademarks;

(iii) licenses of any of the foregoing to or from third parties and the royalties and other payments, if any, receivable thereunder;

(iv) the right to sue for past, present and future infringements thereof;

(v) all rights corresponding thereto throughout the world; and

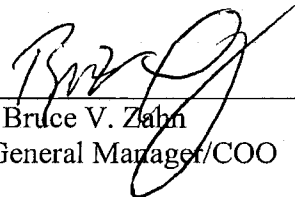
(vi) Proceeds and products of the foregoing and all insurance payments pertaining to the foregoing and proceeds thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent that the grant of a Lien or security interest therein would (a) result in a breach of the terms of, or constitute a default under, such contract, instrument, license, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407 or 9-408 of the Uniform Commercial Code or any successor provision of the Uniform Commercial Code of any relevant jurisdiction or other applicable law) or (b) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to a valid and enforceable provision (including without limitation in connection with the operation of Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code or any other applicable law).

[SIGNATURE PAGE FOLLOWS]

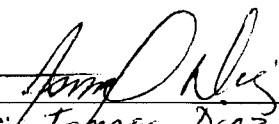
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE LA QUINTA COUNTRY CLUB

By: 
Name: Bruce V. Zahn
Title: General Manager/COO

Agreed and Accepted
As of the Date First Written Above:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Name: ISMAEL DIAZ
Title: ASSISTANT VICE President

ACKNOWLEDGMENT

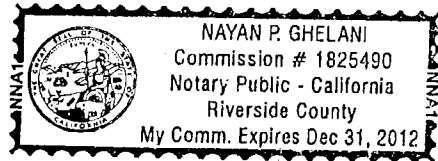
State of California
County of RIVERSIDE

On OCT-30th, 2012, before me, NAYAN P. GHELANI, Notary Public, personally appeared BRUCE V. ZAHN, 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)



ACKNOWLEDGMENT

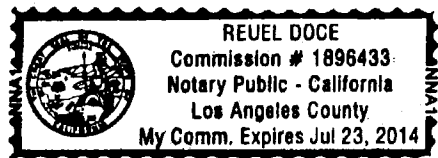
State of California
County of LOS ANGELES

On OCT. 31ST, 2012, before me, REUEL DOCE, Notary Public, personally appeared ISMAEL DIAZ, 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

TRADEMARK LIST

Trademark	Case Number/ Country Name	Status/ Classes	Application Number/ Date
La Quinta Country Club	United States	Suspended/Class 41	85/138475
La Quinta Country Club	United States	Suspended/Class 41	85/138470
Q [Logo]	United States	Registered/Class 41 and 25	3,969,827