

## 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
Bay Club Peninsula, LLC		11/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	W.A. Holding Company, LLC		
Street Address:	One Lombard Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2474732	PACIFIC ATHLETIC CLUB	
Registration Number:	4200980	PACIFIC ATHLETIC CLUB	
Registration Number:	3899033		
CORRESPONDENCE DATA			
Fax Number:	3032230942		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303) 223-1142		
Email:	eholmes@bhfs.com		
Correspondent Name:	Emily C. Holmes		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	012059.0007 ECH		

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NAME OF SUBMITTER:	Emily C. Holmes
Signature:	/emilyholmes/
Date:	12/10/2012
Total Attachments: 4 source=BCP Assignment#page1.tif source=BCP Assignment#page2.tif source=BCP Assignment#page3.tif source=BCP Assignment#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of November 1, 2012 ("*Effective Date*") by and between Bay Club Peninsula, LLC, a Delaware limited liability company ("*Assignor*"), and W.A. Holding Company, LLC, a Delaware limited liability company ("*Assignee*").

### RECITALS

WHEREAS, Assignor owns certain trademarks, including the trademarks described on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, the "*Trademarks*"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Assignment.** Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Trademarks and the goodwill of the business symbolized by the Trademarks.
- 2. Recordation.** Assignor hereby requests that the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
- 3. Further Assurances.** Assignor shall take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The parties agree and acknowledge that this appointment is coupled with an interest, and the parties will take no steps in opposition to or to terminate such appointment.
- 4. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

Bay Club Peninsula, LLC,  
a Delaware ~~limited liability~~ company

By: [Signature]  
Name: David J. Nadeau  
Title: CEO

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Francisco ) ss.

On November 16, 2012, before me, Sarah Nuffer, Notary Public, personally appeared David J. Nadeau personally known to me, or who proved to me on the bases 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.

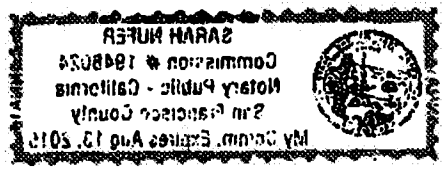
WITNESS my hand and official seal.

My commission expires: Aug 13, 2015




[Signature]  
Notary

[Signature Page to Trademarks Assignment Agreement]



**Exhibit A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Country</u></b>	<b><u>Reg. No./Reg. Date</u></b>	<b><u>Serial No./Appl. Date</u></b>
PACIFIC ATHLETIC CLUB	Bay Club Peninsula, LLC	United States	2,474,732 8/7/2001	75/425,069 1/22/1998
PACIFIC ATHLETIC CLUB	Bay Club Peninsula, LLC	United States	4,200,980 9/4/2012	85/368,275 7/11/2011
	Bay Club Peninsula, LLC	United States	3,899,033 1/4/2011	77/925,143 2/1/2010

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