

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
W.A. Holding Company, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ventas Healthcare Properties, Inc.
Street Address:	353 North Clark Street, Suite 3300
Internal Address:	c/o Ventas, Inc.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2474732	PACIFIC ATHLETIC CLUB
Registration Number:	4200980	PACIFIC ATHLETIC CLUB
Registration Number:	3899033	
Registration Number:	4200864	DECATHLON CLUB
Serial Number:	85754548	BAY CLUB
Serial Number:	85762822	PACIFIC SPORTS RESORT
Serial Number:	85762701	WESTERN ATHLETIC CLUBS
Serial Number:	85762753	

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-862-6371

CH \$215.00 2474732

Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14254-3 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	12/21/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 21st day of December, 2012, by and among Grantor listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and VENTAS HEALTHCARE PROPERTIES, INC., a Delaware corporation, having an address at c/o Ventas, Inc., 353 North Clark Street, Suite 3300, Chicago, Illinois 60654, as administrative agent for the benefit of the Lenders and the other Secured Parties (in each case as defined in the Credit Agreement (defined below)) (in such capacity, together with its successors and/or assigns in such capacity, the "Agent").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among W Fillmore WAC Holdings IV, LLC and WAC SFTC Holding, LLC, each a Delaware limited liability company (individually and/or collectively, as the context may require, the "Borrower"), the financial institutions from time to time party thereto (individually and/or collectively, as the context may require, "Lenders"), Secured Party and the other parties thereto, Lender, Secured Party and the other Secured Parties have agreed to make available to Borrower certain financial accommodations in an aggregate principal amount not to exceed \$375,000,000 (the "Loan") on the terms and conditions set forth in the Credit Agreement.; and

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement"), to guarantee the Secured Obligations (as defined in the Security Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, on behalf of the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any new trademark applications or registrations filed or acquired by the Grantors in accordance with the provisions of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

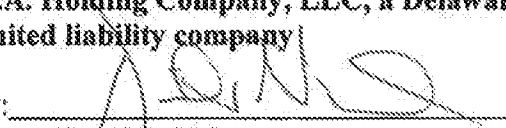
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN ARTICLE VII OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of Page Intentionally Left Blank;
Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GRANTORS:

**W.A. Holding Company, LLC, a Delaware
limited liability company**

By: 
Name: David J. Nadeau
Title: Chief Financial Officer

Address for Notices for all Debtors:

One Lombard Street
San Francisco, CA 94111
Attention: David J. Nadeau
Telephone: (415) 781.1874
Facsimile: (415) 394.5570

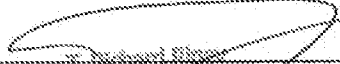
with copies to:

KSL Capital Partners, LLC
100 Fillmore St, Suite 600
Denver, CO 80206
Attention: Steven S. Siegel
Telephone: (720) 284.6420
Facsimile: (720) 284.6401

Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attention: Christopher D. Reiss
Telephone: (303) 223.1144
Facsimile: (303) 223.1111

AGENT:

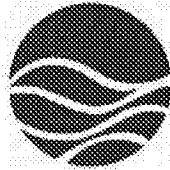
VENTAS HEALTHCARE PROPERTIES, INC., a
Delaware corporation, as Administrative Agent

By: 
Name: T. Michael Blum
Title: Executive Vice President
and Administrative Secretary


[END OF SIGNATURES]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
W.A. Holding Company, LLC	2474732	August 7, 2001	PACIFIC ATHLETIC CLUB
W.A. Holding Company, LLC	4200980	September 4, 2012	PACIFIC ATHLETIC CLUB
W.A. Holding Company, LLC	3899033	January 4, 2011	
W.A. Holding Company, LLC	4200864	September 4, 2012	DECATHLON CLUB

U.S. Trademark Applications

<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
W.A. Holding Company, LLC	85/754,548	October 15, 2012	BAY CLUB
W.A. Holding Company, LLC	85/762,822	October 24, 2012	PACIFIC SPORTS RESORT
W.A. Holding Company, LLC	85/762,701	October 24, 2012	WESTERN ATHLETIC CLUBS
W.A. Holding Company, LLC	85/762,753	October 24, 2012	

Common Law Trademarks

None.

Trademark Licenses

1. Trademark Licensing Agreement, dated as of January 1, 2010, by and between Western Athletic Clubs, LLC and CardFact XXXV, Inc.