

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------------|---|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Monte Nido Residential Center, LLC | | 12/21/2012 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Monroe Capital Management Advisors, LLC, as agent | | |
| Street Address: | 311 South Wacker Drive | | |
| Internal Address: | c/o Monroe Capital LLC | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2612460 | MONTE NIDO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125585700 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 312 558-6352 | | |
| Email: | lkonrath@winston.com | | |
| Correspondent Name: | Laura Konrath | | |
| Address Line 1: | 35 W Wacker Drive | | |
| Address Line 2: | Winston & Strawn LLP, Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 10629-11 | | |
| NAME OF SUBMITTER: | Laura Konrath | | |

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|--|-----------------|
| Signature: | /Laura Konrath/ |
| Date: | 01/02/2013 |
| Total Attachments: 5 source=montenido#page1.tif source=montenido#page2.tif source=montenido#page3.tif source=montenido#page4.tif source=montenido#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 21, 2012, is made by Monte Nido Residential Center, LLC, a California limited liability company ("Grantor") in favor of Monroe Capital Management Advisors, LLC, a Delaware limited liability company in its capacity as administrative agent for the Lenders identified below ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors thereto, the financial institutions from time to time party thereto (collectively, the "Lenders") and Agent, the Lenders have agreed to make certain Loans to the Company; and

WHEREAS, Grantor has agreed pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Company under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

Section 1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the term "Trademark" shall have the meaning ascribed to it in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby assigns and transfers to the Administrative Agent, and hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Lenders and (to the extent provided herein) their Affiliates as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the following Collateral of Grantor (the "Trademark Collateral"):

1. all of its Trademarks including, without limitation, those Trademarks set forth on Schedule I hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or

enforceability of such intent-to-use trademark application under applicable federal law, until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agents pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

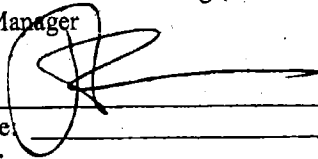
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MONTE NIDO RESIDENTIAL CENTER,
LLC

By: Monte Nido Holdings, LLC

Its: Manager


By: 
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004933 FRAME: 0386

Agreed and Accepted
as of this December __, 2012

MONROE CAPITAL MANAGEMENT ADVISORS, LLC
as Administrative Agent

By: 
Name: Jeffrey Williams
Title: Director

Signature Pages to Trademark Security Agreement

TRADEMARK
REEL: 004933 FRAME: 0387

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Grantor | Mark | Application No. | Application Date | Registration No. | Registration Date |
|------------------------------------|------------|-----------------|------------------|------------------|-------------------|
| Monte Nido Residential Center, LLC | MONTE NIDO | 76302152 | August 20, 2001 | 2,612,460 | August 27, 2002 |

2. TRADEMARK APPLICATIONS

None.