

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 |
| CRP/Cardel Brickell Hotel, L.L.C. | | 03/06/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 123 N. Wacker Dr., 19th Fl., Ste. 1900 | | |
| Internal Address: | Real Estate Managed Asset Group | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3887655 | HOTEL URBANO AT BRICKELL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 6175735850 | | |
| Email: | elizabeth.burkhard@hklaw.com | | |
| Correspondent Name: | Elizabeth Burkhard/Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 2: | 11th Floor | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| ATTORNEY DOCKET NUMBER: | 580120.00565 | | |
| NAME OF SUBMITTER: | Elizabeth Burkhard | | |

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|---|----------------------|
| Signature: | /Elizabeth Burkhard/ |
| Date: | 03/14/2013 |
| Total Attachments: 5 source=Wells Fargo Security Agreement#page1.tif source=Wells Fargo Security Agreement#page2.tif source=Wells Fargo Security Agreement#page3.tif source=Wells Fargo Security Agreement#page4.tif source=Wells Fargo Security Agreement#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 6, 2013 by and between CRP/Cardel Brickell Hotel, L.L.C., a Delaware limited liability company (the "Grantor"), and Wells Fargo Bank, National Association (the "Bank").

W I T N E S S E T H:

WHEREAS, Bank and Grantor, among others, are parties to a certain Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 11, 2007 (as amended and modified from time to time, the "Mortgage"); and

WHEREAS, Grantor has requested that Bank release its lien on Grantor's Internet domain name registration hotelurbano.com and Bank has consented to such request, subject to, among other conditions, the execution and delivery by Grantor of this 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, Grantor and Bank hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Mortgage. Further, the term set forth below has the following meaning:

"Trademarks" means all of the following now owned or hereafter adopted or acquired by Grantor: trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto and the U.S. common law trademark HOTEL URBANO;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill, of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted by Grantor to Bank pursuant to the Mortgage, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor

agrees that, for purposes of this Agreement, "Collateral", as defined in the Mortgage, includes the Trademark Collateral notwithstanding any provision in the Mortgage to the contrary. Grantor further agrees that, in addition to all of the rights and remedies of Bank set forth in the Mortgage, at any time after the occurrence and during the continuance of a Default, Bank shall have all of the rights and remedies of a secured creditor with respect to the Trademark Collateral under the UCC and/or any other applicable law. Grantor authorizes Bank to amend any financing statement of record against Grantor and in favor of Bank to add the Trademark Collateral and/or file a new financing statement against Grantor to cover the Trademark Collateral in any appropriate governmental filing office.

5. GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Grantor consents to the jurisdiction of any federal or state court within the State of Florida having proper venue and also consents to service of process by any means authorized by Florida or Federal law.

6. NOTICES. All notices in connection herewith shall be given, and be effective, as set forth in Section 7.11 of the Mortgage.

7. REMEDIES CUMULATIVE. All rights and remedies of Bank are cumulative and are in addition to all rights and remedies provided by applicable law, the Mortgage or in any other agreement to which Grantor and Bank are parties. No failure on the part of Bank to exercise any of its rights hereunder upon any Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Defaults. No delay on the part of the Bank in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Default is continuing.

8. RIGHT OF GRANTOR TO ASSIGN AND LICENSE TRADEMARK COLLATERAL SUBJECT TO PRIOR RIGHTS OF BANK CREATED UNDER THIS AGREEMENT. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Bank acknowledges that Grantor's owners contemplate the possible expansion of the "Hotel Urbano" brand to other hotels. As part of such expansion, Grantor may desire to assign the Trademark Collateral related to such brand (the "Subject Trademark Collateral") to a holding company which directly or indirectly owns all or substantially all of the equity interests of Grantor (or to another company affiliated with Grantor), in return for a royalty free license of the Subject Trademark Collateral from such holding company (or other affiliated company) to Grantor. In such event and provided no Default then exists, Bank promptly will release its lien on the Subject Trademark Collateral in exchange for a first priority enforceable security interest in the rights of Grantor in such license, the form and substance of the license (which shall include, among other things, requisite quality control provisions that preserve the value of the brand) and the security agreement in favor of Bank (to be executed by Grantor and such holding company (or other affiliated company)) to be reasonably satisfactory to Bank (an "Acceptable License"). Alternatively, at Grantor's election and provided no Default then exists, Bank promptly will consent to the non-exclusive licensing of the Subject Collateral to licensees reasonably satisfactory to Bank pursuant to an Acceptable License, provided the rights of any such licensee shall be subject and subordinate to the lien of Bank granted hereunder, as evidenced by an agreement between such licensee and Bank reasonably satisfactory to Bank. Grantor agrees that it will promptly reimburse Bank for any out of pocket cost incurred by Bank in connection with each of the above transactions, including, without limitation, its attorneys' fees.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature pages follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

CRP/CARDEL BRICKELL HOTEL, L.L.C.

By: _____
Name: **THADDEUS A. PAUL**
Title: **VICE PRESIDENT**

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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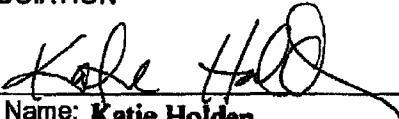
TRADEMARK
REEL: 004982 FRAME: 0458

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

CRP/CARDEL BRICKELL HOTEL, L.L.C.

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name: **Katie Holden**
Title: **Senior Vice President**

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 004982 FRAME: 0459

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Country | Mark | Application/ Registration No. |
|---------|-----------------------------|----------------------------------|
| USA | HOTEL URBANO AT BRICKELL | 3,887,655 |

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