

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
SB Luxury Marks, LLC		02/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BRS Investment Properties, LLC		
Street Address:	2532 Dupont Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77025201	BACARA	
Serial Number:	77025195	BACARA	
Serial Number:	77025175	BACARA	
CORRESPONDENCE DATA			
Fax Number:	8585094010		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	048822.0422114		
NAME OF SUBMITTER:	Michelle L. Mehok		

CH \$90.00 77025201

Signature:	/michelle mehok/
Date:	03/29/2013
Total Attachments: 5 source=S011004427_1303281109000#page1.tif source=S011004427_1303281109000#page2.tif source=S011004427_1303281109000#page3.tif source=S011004427_1303281109000#page4.tif source=S011004427_1303281109000#page5.tif	

Form of Assignment of Intellectual Property

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is dated as of February 18, 2013, but shall be effective, for all intents and purposes, as of February 22, 2013, by and between SB LUXURY MARKS, LLC, a Delaware limited liability company ("Assignor") and BRS INVESTMENT PROPERTIES, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein, and not otherwise defined, shall have the same meanings ascribed to them in the Purchase and Sale Agreement (as hereinafter defined).

A. This Assignment is made with reference to that certain Purchase and Sale Agreement, dated as of January 28, 2013, by and between an affiliate of Assignor, SB Luxury Resort LLC, a Delaware limited liability company, as Seller, and Pacific Hospitality Group, LLC, a California limited liability company as predecessor in interest to Assignee, as Buyer, (the "Purchase and Sale Agreement"), with respect to the purchase and sale of the Property.

B. Pursuant to the Purchase and Sale Agreement, and effective as of the Closing Date, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest, to the fullest extent assignable, in and to the Intellectual Property (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the Closing Date, Assignor does hereby assign to Assignee, to the fullest extent assignable, and Assignee hereby assumes from Assignor, all of Assignor's right, title and interest in and to any and all copyrights, trademarks, trade names, service marks, displays, symbols, color arrangements, designs, logos, websites and domain names relating to and/or used in the ownership, use and/or operation of the Property, and related applications and registrations, if any, and all other intellectual and intangible property and/or rights, and all goodwill associated therewith, directly or indirectly relating thereto and/or used in the ownership, use and/or operation of the Property (the "Intellectual Property"), including without limitation the trademarks and registrations listed on Schedule A attached hereto, and any other applications or registrations therefor now pending or hereafter filed, together with the goodwill of the business associated therewith, and together with all causes of action for the past, present and future infringement of the trademarks, in each case, to the fullest extent assignable. Assignor and Assignee acknowledge that Assignee is a successor of the entire business or portion thereof to which the trademarks pertain, which business is ongoing and existing.

2. Assignor agrees to, without further consideration but at no cost or expense to Assignor, reasonably cooperate with Assignee and execute and deliver, or cause to be executed and delivered, such other instruments and take such other actions as Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Purchase and

Sale Agreement, to implement this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby assigned.

3. This Assignment is given pursuant to the Purchase and Sale Agreement and the covenants, agreements and limitations contained therein are incorporated herein by reference as if herein set out in full. This Assignment is made without warranty or representation, express or implied, by, or recourse against, Assignor of any kind or nature whatsoever except as expressly provided in the Purchase and Sale Agreement and subject to all limitations, qualification and/or restrictions upon such representations and warranties set forth in the Purchase Agreement. Without limiting the generality of the foregoing, Assignee hereby expressly acknowledges and affirms the provisions of Sections 2.6, 6.2, 7.3, 7.4 and 10.14 of the Purchase Agreement.

4. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the day first above written.

ASSIGNOR:

SB LUXURY MARKS LLC,
a Delaware limited liability company

By: 

Name: **Ron J. Hoyl**
Title: **Vice President**

ASSIGNEE:

BRS INVESTMENT PROPERTIES, LLC,
a Delaware limited liability company

By: _____

Name: Timothy R. Busch
Title: Chief Executive Officer

TRADEMARK

REEL: 004994 FRAME: 0555

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the day first above written.

ASSIGNOR:

SB LUXURY MARKS LLC,
a Delaware limited liability company

By: _____

Name:

Title:

ASSIGNEE:

BRS INVESTMENT PROPERTIES, LLC,
a Delaware limited liability company

By: 

Name: Timothy R. Busch

Title: Chief Executive Officer

TRADEMARK

REEL: 004994 FRAME: 0556

SCHEDULE A
UNREGISTERED TRADEMARKS

<u>USPTO Serial No.</u>	<u>Mark</u>	<u>International Class and Description of Goods/Services</u>
77025201	BACARA	IC 043 - condominium hotels
77025195	BACARA	IC 036 - leasing, rental, and management of condominiums, apartments, villas and residential homes
77025175	BACARA	IC 035 - condominium, villa and residential home sales management

Bacara
Miro, The Bistro, The Spa Cafe
Ocean Terrace, The Bacara Bar, The Lobby Lounge
Spa Shop, Resort Shop, Luxury Boutique
The Salon
Bacara Kid's Club
The Penthouse, Sea Haven
The Club at Bacara

TRADE NAMES

Bacara, Bacara Resort, Bacara Resort and Spa

DOMAIN NAMES

www.bacararesort.com
www.bacararesortspa.com
www.bacararesortandspa.com

COPYRIGHTS

Content of website www.bacararesort.com

Content of designs, artwork, labels, packaging, advertising, brochures, catalogs, in-room materials, direct mail, e-mail marketing, social media sites and posts, and other marketing and promotional materials