

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: 5			
Property Type	Number	Word Mark	
Registration Number:	2494002	BACARA RESORT & SPA	
Registration Number:	2589271	BACARA	
Registration Number:	2589269	BACARA	
Registration Number:	2589268	BACARA	
Registration Number:	2847711	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		

CH \$140.00 2494002

NAME OF SUBMITTER:	Michelle L. Mehok
Signature:	/michelle mehok/
Date:	03/29/2013
Total Attachments: 6 source=S011004427_1303281109001#page1.tif source=S011004427_1303281109001#page2.tif source=S011004427_1303281109001#page3.tif source=S011004427_1303281109001#page4.tif source=S011004427_1303281109001#page5.tif source=S011004427_1303281109001#page6.tif	

Assignment of Registered Marks

Assignment of Mark

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

This Assignment (this "Assignment") is made by SB Luxury Marks, LLC, a Delaware limited liability company ("Assignor") to BRS Investment Properties, LLC, a Delaware limited liability company ("Assignee") 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 and predecessor in interest to Assignee as Buyer (as amended, the "Purchase and Sale Agreement"). This Assignment is being executed on February 18, 2013 but shall for all intents and purposes be effective as of February 22, 2013. Pursuant to the Purchase and Sale Agreement, and effective as of February 22, 2013, 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 registered marks set forth on Exhibit A attached hereto (collectively, the "Marks").

Assignor has continued to use the Marks in the ordinary course of its business as conducted immediately prior to the transactions contemplated by the Purchase and Sale Agreement until on or about the Closing Date.

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Effective as of the date hereof, Assignor does hereby assign to Assignee, to the fullest extent assignable, all of Assignor's right, title and interest in and to the Marks, and Assignee does hereby assume all of such right, title and interest in and to the Marks. Assignor hereby authorizes and requests the Commissioner of Trademarks to transfer all of Assignor's right, title and interest to the fullest extent assignable in and to the Marks to Assignee, for its own use and enjoyment, and for Assignee's legal representatives and assigns, to the full duration for which the Marks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

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.

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, the

provisions of Sections 2.6, 6.2, 7.3, 7.4 and 10.14 of the Purchase Agreement are incorporated herein by reference as if fully restated herein

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Registered Marks as of the date and year 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

provisions of Sections 2.6, 6.2, 7.3, 7.4 and 10.14 of the Purchase Agreement are incorporated herein by reference as if fully restated herein

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Registered Marks as of the date and year first above written.

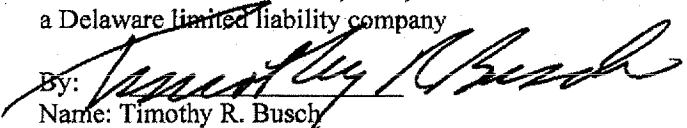
ASSIGNOR:

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

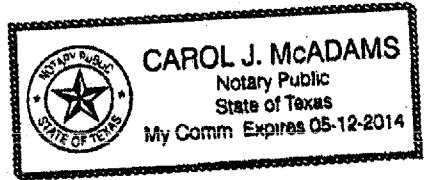
STATE OF ~~CALIFORNIA~~ ^{TEXAS}
COUNTY OF DALLAS)

On FEBRUARY 19, 2013 before me CAROL J. McADAMS a
Notary Public, personally appeared RON J. HOYLE, who proved to me
on the basis 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.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{TEXAS} that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Carol J. McAdams*



(Seal)

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On February 18, 2013 before me, Lynda L. Wong, a
Notary Public, personally appeared Timothy R. Fisch, who proved to me
on the basis 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lynda L. Wong

(Seal)

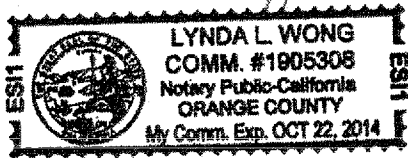


Exhibit A

Registration No.	Word Mark	Registration Date
2,494,002	BACARA RESORT & SPA	October 2, 2001
2,589,271	BACARA	July 2, 2002
2,589,269	BACARA	July 2, 2002
2,589,268	BACARA	July 2, 2002
2,847,711	BACARA	June 1, 2004