

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NWCL LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1901 Harrison Street, 2nd Floor		
<b>City:</b>	Oakland		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94612		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2773042	CHEECA LODGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125046666		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-504-6000		
<b>Email:</b>	jennifer.chick@cwt.com		
<b>Correspondent Name:</b>	Cadwalader, Wickersham & Taft LLP		
<b>Address Line 1:</b>	One World Financial Center		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>ATTORNEY DOCKET NUMBER:</b>	96556.229		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Chick		
<b>Signature:</b>	/Jennifer A. Chick/		

**900254109**

**TRADEMARK  
 REEL: 005019 FRAME: 0435**

**CH \$40.00 2773042**

Date:

05/01/2013

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2013 (this "Agreement"), is made by NWCL LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Lender (together with its successor(s) thereto in such capacity, the "Lender").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Loan Agreement, dated as of May 1, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, NWCL RM, LLC and the Lender, the Lender has made a loan to the Grantor and NWCL RM, LLC in the original principal amount of \$85,000,000.00 (the "Loan");

WHEREAS, in connection with the Loan Agreement, the Grantor and NWCL RM, LLC have executed and delivered an Amended and Restated Fee and Leasehold Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 1, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Lender is unwilling to make the Loan unless Grantor executes and delivers this Agreement which grants Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (collectively, the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade dress, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated with any of the foregoing, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or

in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-law rights relating to the each of the foregoing, and (ii) the right to obtain all reissues, extensions, continuations or renewals of any of the foregoing (each a "Trademark" and collectively the "Trademarks"), including those Trademarks listed in Schedule I attached hereto and incorporated herein;

(b) all Trademark licenses and other agreements for the grant by or to Grantor of any right to use any Trademark (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral described in clause (a) and, to the extent applicable, clause (b);

(d) any claim by Grantor against third parties for past, present or future infringements or dilution of the Trademark Collateral described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any such Trademark License; and

(e) all products and proceeds of, and rights associated with, any of the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Waiver, Etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to the Obligations, this Agreement and the Security Agreement and any requirement that Lender protect, secure, perfect or insure any lien, or any property subject thereto, or exhaust any right or take any action against Grantor or any other Person or entity or any Property securing the Obligations, as the case may be.

SECTION 5. Release of Liens; Termination of Agreement. Upon the full payment and satisfaction of the Debt, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral, without delivery of any instrument or performance of any act by any party. Upon the full payment and satisfaction of the Debt, the Lender will, at Grantor's sole expense, deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender

hereunder, and execute and deliver to the Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control.

SECTION 8. Governing Law, Entire Agreement, Etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

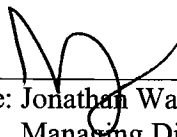
**[NO FURTHER TEXT ON THIS PAGE]**

IN WITNESS WHEREOF, Grantor and Lender have executed this Agreement under seal as of the date appearing on the first page of this Agreement.

**GRANTOR:**

NWCL LLC, a Delaware limited liability company

By:



\_\_\_\_\_  
Name: Jonathan Wang

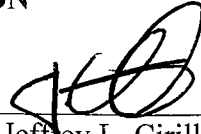
Title: Managing Director and Assistant  
Treasurer

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

**LENDER:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_



Name: Jeffrey L. Cirillo  
Title: Director

Schedule I  
to Trademark Security Agreement

Trademarks

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
CHEECA LODGE	USA	2,773,042	10/14/2003