

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LNR Property LLC		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4171364	LNR PROPERTY LLC	
Registration Number:	4171369	LNR	
Serial Number:	85496909	ARCHETYPE	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Greg Palumbo		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2532		

NAME OF SUBMITTER:	Gregory T. Palumbo
Signature:	/Gregory T. Palumbo/
Date:	06/10/2013
<b>Total Attachments: 5</b> source=LNR Trademark SA#page1.tif source=LNR Trademark SA#page2.tif source=LNR Trademark SA#page3.tif source=LNR Trademark SA#page4.tif source=LNR Trademark SA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 19, 2013, by LNR Property LLC, a Delaware limited liability company (the “Grantor”), in favor of Credit Suisse AG, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

### W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantor are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time:

- (a) Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) to the extent not covered in clauses (a) and (b), all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAWS, BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

[signature page follows]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

LNR Property LLC

By: 

Name: Andrew Sossen

Title: Authorized Signatory

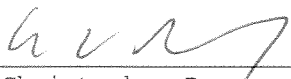
*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005044 FRAME: 0226**

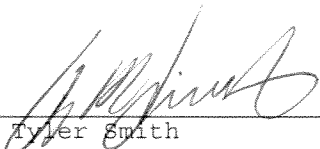
Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,**  
as Collateral Agent

By:

  
Name: Christopher Day  
Title: Authorized Signatory

By:

  
Name: Tyler Smith  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005044 FRAME: 0227**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
LNR Property LLC	LNR PROPERTY LLC	4,171,364	July 10, 2012
LNR Property LLC	LNR	4,171,369	July 10, 2012

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER	DATE FILED
LNR Property LLC	ARCHETYPE	85/496,909	December 15, 2011