

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL PARTNERS FUND LP		12/20/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTE NIDO RESIDENTIAL CENTER, LLC		
Street Address:	27162 SEA VISTA DRIVE		
Internal Address:	ATTN: CFO		
City:	MALIBU		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2612460	MONTE NIDO	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	09XV-178160		
NAME OF SUBMITTER:	JULIE CRAVITZ		

Signature:	/JULIE CRAVITZ/
Date:	01/09/2014
Total Attachments: 4 source=Monte Nido - Monroe Capital Partners TM Termination#page1.tif source=Monte Nido - Monroe Capital Partners TM Termination#page2.tif source=Monte Nido - Monroe Capital Partners TM Termination#page3.tif source=Monte Nido - Monroe Capital Partners TM Termination#page4.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") is made as of the 20th day of December 2013, by MONROE CAPITAL PARTNERS FUND LP, as lender pursuant to the Credit Agreement (as defined below) ("Monroe") in favor of MONTE NIDO RESIDENTIAL CENTER, LLC, a California limited liability company ("Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the other Loan Documents, as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain (i) (A) Credit Agreement, dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Credit Agreement"), among Pledgor, as borrower, the other Loan Parties party thereto, Monroe, the other lenders from time to time party thereto (together with Monroe, "Lenders"), CALIFORNIA BANK & TRUST, as revolver servicing agent and MONROE CAPTIAL MANAGEMENT ADVISORS, LLC, as lead arranger and as administrative agent for the Lenders; and (B) Trademark Security Agreement, dated as of December 21, 2012, by Pledgor in favor of Monroe (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Pledgor pledged and granted to Monroe a lien on and security interest in and to all of its right, title and interest in, to and under all of Pledgor's right, title and interest in, to and under the following: (i) registered Trademarks and applications therefor of Pledgor listed on Schedule I attached hereto; (ii) all goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on January 2, 2013 at Reel 4933 Frame 0179.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Monroe does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the foregoing listed on Schedule I attached hereto.

2. Monroe hereby agrees, at the expense of Pledgor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by Pledgor to effectuate, record or evidence the release of Monroe's security interest in the Trademark Collateral.

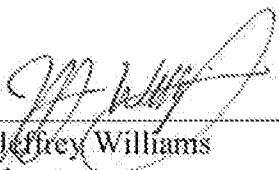
3. Monroe authorizes Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[signatures follow]

IN WITNESS WHEREOF, Monroe has caused this Termination and Release to be duly executed and delivered on the day and year first written above.

MONROE CAPITAL PARTNERS FUND LP

By: 
Name: Jeffrey Williams
Title: Director

Schedule I

**U.S. Trademarks Subject to Security Interest
Recorded January 2, 2013 at Reel 4933 Frame 0179**

1. Trademark Registrations:

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
Monte Nido Residential Center, LLC	MONTE NIDO	76302152	August 20, 2001	2,612,460	August 27, 2002

2. Trademark Applications:

None.