

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
MS Resort Purchaser LLC		03/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	450 Lex Private Limited		
Street Address:	335 Madison Avenue, 24th Floor		
Internal Address:	c/o GIC Real Estate, Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3836398	BERKELEY WINE FESTIVAL	
Registration Number:	2332128	THE CLAREMONT HOTEL CLUB & SPA	
Registration Number:	2332127	CLAREMONT HOTEL CLUB & SPA	
Registration Number:	2602401	SPA CLAREMONT	
Registration Number:	2332126	THE CLUB AT THE CLAREMONT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		

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ATTORNEY DOCKET NUMBER:	364281
NAME OF SUBMITTER:	Erin Reimer
Signature:	/Erin Reimer/
Date:	03/05/2014
Total Attachments: 6 source=MS Resort Purchaser - 450 Lex Assignment#page1.tif source=MS Resort Purchaser - 450 Lex Assignment#page2.tif source=MS Resort Purchaser - 450 Lex Assignment#page3.tif source=MS Resort Purchaser - 450 Lex Assignment#page4.tif source=MS Resort Purchaser - 450 Lex Assignment#page5.tif source=MS Resort Purchaser - 450 Lex Assignment#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated March 4, 2014 (the "Effective Date"), is made by **MS RESORT PURCHASER LLC**, a Delaware limited liability company ("Assignor") in favor of **450 LEX PRIVATE LIMITED**, a Singapore private limited company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor, Assignee and **MSR HOTELS & RESORTS, INC.** are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of February 1, 2014; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell and assign to Assignee, and Assignee agreed to purchase and acquire from Assignor, the registrations and applications for the trademarks set forth on Attachment 1 attached hereto, together with the goodwill of the business associated therewith (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, for the United States and all other countries, including, without limitation, any renewals and extensions thereof, and all other corresponding rights, and the goodwill of the business associated with such marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all rights to collect royalties and proceeds in connection therewith, rights to sue or bring other claims for past, present or future infringement, misappropriation or dilution of, or other conflict with, the Assigned Marks, and rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other country or multi-national registration body, to record Assignee as the assignee and owner of the Assigned Marks.

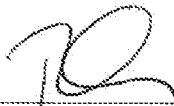
This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to the conflicts of laws rules of such state.

This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the Effective Date.

MS RESORT PURCHASER LLC

By: 
Name: Dan Kamenisky
Title: authorized Signatory

Acknowledged:

450 LEX PRIVATE LIMITED

By: Steven B. Sinnett
Name: Steven B. Sinnett
Title: Authorized Signatory

By: Peter Stanford
Name: Peter Stanford
Title: Authorized Signatory

[signature page to Trademark Assignment – MS Resort Purchaser LLC]

Attachment 1

Trademark Registrations and Applications

1. All U.S. federal registrations and applications for registration of Marks listed on Schedule A to this Attachment 1
2. All U.S. state registrations of Marks listed on Schedule B to this Attachment 1

Schedule A to Attachment 1

U.S. Federal Registrations and Applications

Mark	Jurisdiction	Reg./App. No.	Status
BERKELEY WINE FESTIVAL	US	3836398	Registered
The Claremont Hotel Club	US	2332128	Registered
The Claremont Hotel Club & Spa & Design	US	2332127	Registered
Spa Claremont	US	2602401	Registered
The Club at the Claremont	US	2332126	Registered

Schedule B to Attachment 1

U.S. State Registrations and Applications

Mark	Jurisdiction	Reg./App. No.	Status
Claremont Resort & Spa	California	51251	Registered
Claremont Resort & Spa & Design	California	51252	Registered
The Club at the Claremont	California	51249	Registered
The Spa at the Claremont	California	51250	Registered