

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TCR PROPERTY LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLAREMONT HOTEL PROPERTIES LIMITED PARTNERSHIP		
<b>Street Address:</b>	909 Montgomery Street, Suite 400		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94133		
<b>Entity Type:</b>	limited partnership with Claremont Hotel Properties GP, LLC, a Delaware limited liability company, its General Partner: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2332128	THE CLAREMONT HOTEL CLUB & SPA	
<b>Registration Number:</b>	2332127	CLAREMONT HOTEL CLUB & SPA	
<b>Registration Number:</b>	2602401	SPA CLAREMONT	
<b>Registration Number:</b>	2332126	THE CLUB AT THE CLAREMONT	
<b>Registration Number:</b>	3836398	BERKELEY WINE FESTIVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2128135900		
<b>Email:</b>	assignments@fzlj.com		
<b>Correspondent Name:</b>	LAWRENCE E. APOLZON		
<b>Address Line 1:</b>	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
<b>Address Line 2:</b>	866 UNITED NATIONS PLAZA		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	CLMT 1311644		
<b>NAME OF SUBMITTER:</b>	Lawrence E. Apolzon		
<b>SIGNATURE:</b>	/anca nicolescu/		
<b>DATE SIGNED:</b>	07/11/2014		

CH \$140.00 2332128

TRADEMARK

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of March 19, 2014 by and between TCR PROPERTY LLC, a Delaware limited liability company ("Assignor"), and CLAREMONT HOTEL PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignee"). Reference is hereby made to that certain Purchase Agreement dated as of January 10, 2014, as amended by that certain First Amendment to Purchase Agreement, dated as of February 25, 2014 and further amended by that certain Second Amendment to Purchase Agreement, dated as of March 7, 2014 (as amended, the "Purchase Agreement"), by and between Assignor and Assignee. Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign, transfer, grant and convey to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in, to and under the marks identified in Schedule A hereto (collectively, the "Marks") and the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment by Assignor. Assignor hereby assigns, transfers, grants and conveys to Assignee all of its right, title and interest in and to the Marks, including, without limitation, the trademark registrations therefor and all goodwill of the business connected with the use of and symbolized by the Marks (collectively, the "Transferred Assets") to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.
2. Acceptance and Assumption by Assignee. Assignee hereby accepts the assignment, transfer, grant and conveyance of the Transferred Assets.
3. Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Agreement shall not confer any rights or remedies upon any third party.
4. Further Assurances. Assignor shall promptly execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to the assignment herein recited.
5. Governing Law. This Assignment shall be governed by, construed under and enforced in accordance with the laws of California.
6. Counterparts. This Assignment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an

original, and all of which taken together constitute one and the same instrument. Faxed or electronic (e.g. ".pdf" format) copies of signatures shall be acceptable in lieu of original signatures.

7. Authority. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

[SIGNATURE PAGE FOLLOWS]

**ASSIGNOR:**

**TCR PROPERTY LLC, a Delaware limited liability company**

**By: TCR Berkeley, Inc., a Delaware corporation, its sole member**

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

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

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNEE:

**CLAREMONT HOTEL PROPERTIES  
LIMITED PARTNERSHIP,**  
a Delaware limited partnership

By: Claremont Hotel Properties GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: BHC Investment Holding, LLC,  
a Delaware limited liability  
company, its Managing Member

By:   
Name: James Murray  
Title: Authorized Person

(Signatures continue on following page)

**SCHEDULE A**

**U.S. Federal Registrations and Applications**

<b>Mark</b>	<b>Registration No.</b>
The Claremont Hotel Club	2332128
The Claremont Hotel Club & Spa & Design	2332127
Spa Claremont	2602401
The Club at the Claremont	2332126
Berkeley Wine Festival	3836398

**U.S. State Registrations and Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>
Claremont Resort & Spa	California	51251
Claremont Resort & Spa & Design	California	51252
The Club at the Claremont	California	51249
The Spa at the Claremont	California	51250