

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM365542

<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>
BSK DEL PARTNERS, LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
HOTEL DEL CORONADO, LP		12/11/2015	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4111531	SPRECKELS SWEETS & TREATS	
<b>Registration Number:</b>	4117897	THE GARDENS AT HOTEL DEL CORONADO	
<b>Registration Number:</b>	3444866	BEACH VILLAGE AT THE DEL	
<b>Registration Number:</b>	3434556	CLUB AT THE DEL	
<b>Registration Number:</b>	3434496	CLUB AT THE DEL	
<b>Registration Number:</b>	3707831	DEL REALTY	
<b>Registration Number:</b>	3906668	DEL RESORT MEMBERSHIP	
<b>Registration Number:</b>	3623007	DISCOVER HOTEL DEL	
<b>Registration Number:</b>	3619412	DISCOVER HOTEL DEL	
<b>Registration Number:</b>	3414247	HOTEL DEL CORONADO	
<b>Registration Number:</b>	3316529	SPA AT THE DEL	
<b>Registration Number:</b>	3499002	THE DEL	
<b>Registration Number:</b>	3707700	DEL REALTY	
<b>Registration Number:</b>	3906667	DEL RESORT MEMBERSHIP	
<b>Registration Number:</b>	4204963	SALON AT THE DEL	
<b>Serial Number:</b>	86800809	DELIGHTS	
<b>Registration Number:</b>	4792926	DEL BEACH	

OP \$440.00 4111531

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2027875520

*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.*

**Phone:** 2027875523**Email:** ilona@morriskamlay.com**Correspondent Name:** Morris & Kamlay LLP**Address Line 1:** 1150 18th St., NW**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	505200-502900
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<b>NAME OF SUBMITTER:</b>	Gary Morris
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<b>SIGNATURE:</b>	/Gary Morris/
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<b>DATE SIGNED:</b>	12/11/2015
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**Total Attachments: 9**

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SHORT FORM INTELLECTUAL  
PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Short Form IP Security Agreement**”) dated December 11, 2015, is made by **BSK DEL PARTNERS, LLC**, a Delaware limited liability company and **HOTEL DEL CORONADO, LP**, a Delaware limited partnership, each having an office at c/o Strategic Hotel Funding, L.L.C., 200 West Madison Street, Suite 1700, Chicago, Illinois 60606 (individually or collectively as the context may require, “**Pledgor**”), in favor of **GOLDMAN SACHS BANK USA**, a New York state-chartered bank, having an address at 200 West Street, New York, New York 10282, as collateral agent for the Co-Lenders under the Loan Agreement (in such capacity, together with its respective successors and/or assigns, “**Lender**”). Terms used but not defined herein shall have the meaning assigned to them in the Intellectual Property Security Agreement (defined below).

WHEREAS, Lender and the Co-Lenders have entered into certain loan documents dated as of December 11, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Co-Lenders have agreed to make loans to certain Borrowers thereto, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into the Intellectual Property Security Agreement dated December 11, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Co-Lenders to make loans specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgors have granted to the Lender, as collateral agent for the Co-Lenders, a security interest in, among other property, certain Intellectual Property of the Pledgor, and have agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. The Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in and Lien on all of Pledgor’s right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Collateral**”):

- (a) the issued and applied-for United States Patents and exclusive Patent Licenses, including as set forth in Schedule A hereto;

(b) the United States registered Trademarks, Trademarks for which United States applications are pending and exclusive Trademark Licenses, including as set forth in Schedule B hereto, and all goodwill associated therewith or symbolized thereby;

(c) the United States registrations and applications of Copyrights and exclusive Copyright Licenses, including as set forth in Schedule C hereto;

(d) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and

(e) all Proceeds of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this Short Form IP Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Pledgor.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Intellectual Property Security Agreement. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

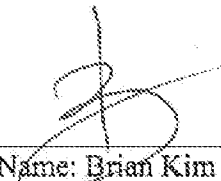
SECTION 6. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement 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). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form IP Security Agreement as of the day and year first above written.


PLEDGOR:

**BSK DEL PARTNERS, LLC,**  
a Delaware limited liability company

By:   
Name: Brian Kim  
Title: Managing Director and Vice President

**HOTEL DEL CORONADO, LP,**  
a Delaware limited partnership

By: Hotel del Tenant LLC, a Delaware  
limited liability company, its general partner

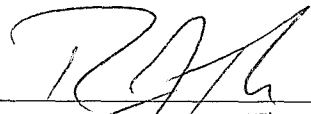
By:   
Name: Brian Kim  
Title: Managing Director and Vice President

[Signatures continue on following page]

Acknowledged by:

LENDER:

**GOLDMAN SACHS BANK USA,**  
a New York state-chartered bank

By:   
Name: **Rene J. Theriault**  
Title: **Authorized Signatory**




SCHEDULE A  
PATENTS

(none)



**SCHEDULE B  
TRADEMARKS**

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Owner	Status-Liens
Spreckels Sweets & Treats	U.S Federal	4111531 (85367105)	13-March-2012 (8-July-2011)	BSK Del Partners, LLC	Registered
The Gardens at Hotel del Coronado	U.S Federal	4117897 (85367096)	27-March-2012 8-July-2011	BSK Del Partners, LLC	Registered
Beach Village at the Del	U.S. Federal	3444866 (77300866)	10-June-2008 (10-Oct-2007)	BSK Del Partners, LLC	Registered
	U.S. Federal	3434556 (77221963)	27-May-2008 (03-Jul-2007)	BSK Del Partners, LLC	Registered
Club at the Del	U.S. Federal	3434496 (77210211)	27-May-2008 (19-Jun-2007)	BSK Del Partners, LLC	Registered
	U.S. Federal	3707831 (77612138)	10-Nov-2009 (11-Nov-2008)	BSK Del Partners, LLC	Registered
	U.S. Federal	3906668 (77930829)	18-Jan-2011 (08-Feb-2010)	BSK Del Partners, LLC	Registered
Discover Hotel Del 	U.S. Federal	3623007 (77626795)	19-May-2009 (04-Dec-2008)	BSK Del Partners, LLC	Registered
Discover Hotel Del	U.S. Federal	3619412 (77626821)	12-May-2009 (04-Dec-2008)	BSK Del Partners, LLC	Registered
Discover Hotel Del	California (Service Mark)	00065294	02-Feb-2009	BSK Del Partners, LLC	Registered
Discover Hotel Del	California (Service Mark)	00065296	02-Feb-2009	BSK Del Partners, LLC	Registered

Discover Hotel Del 	California (Service Mark)	00065293	02-Feb-2009	BSK Del Partners, LLC	Registered
Discover Hotel Del 	California (Service Mark)	00065295	02-Feb-2009	BSK Del Partners, LLC	Registered
Hotel Del Coronado	U.S. Federal	3414247 (77227809)	22-Apr-2008 (12-Jul-2007)	BSK Del Partners, LLC	Registered
	U.S. Federal	3316529 (77099207)	23-Oct-2007 (05-Feb-2007)	BSK Del Partners, LLC	Registered
The Del	U.S. Federal	3499002 (77416693)	09-Sep-2008 (07-Mar-2008)	BSK Del Partners, LLC	Registered
DEL REALTY	U.S. Federal	3707700 (77587214)	10-Nov-2009 (07-Oct-2008)	BSK DEL PARTNERS, LLC	Registered
DEL RESORT MEMBERSHIP	U.S. Federal	3906667 (77930817)	18-Jan-2011 (08-Feb-2010)	BSK DEL PARTNERS, LLC	Registered
SALON AT THE DEL	U.S. Federal	4204963 (85484374)	11-Sep.-2012 (30-Nov.-2011)	BSK Del Partners, LLC	Registered
DELIGHTS	U.S. Federal	(86800809)	(27-Oct-2015)	BSK Del Partners, LLC	Pending
DEL BEACH	U.S. Federal	4792926 (86283330)	18-Aug-2015 (16-May-2014)	BSK Del Partners, LLC	Registered

SCHEDULE C  
COPYRIGHTS

Title	Edition	Registration Number	Registration Date
Edward the bear visits the Hotel del Coronado		TX0003970994	12/27/1994