

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NWNG LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
NWNG GOLF LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns)		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4733250	NAPLES GRANDE BEACH RESORT	
CORRESPONDENCE DATA			
Fax Number:	<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>		
Phone:	973-503-5932		
Email:	mhegedus@wardzinna.com		
Correspondent Name:	Michael J. Zinna		
Address Line 1:	One Jefferson Road		
Address Line 4:	Parsippany, NEW JERSEY 07054		
ATTORNEY DOCKET NUMBER:	014823-0254		
NAME OF SUBMITTER:	Michael J. Zinna		
SIGNATURE:	/MJZ/		
DATE SIGNED:	12/18/2015		
Total Attachments: 4			
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FORM OF SHORT FORM INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated December 18, 2015, is made by **NWNG LLC** and **NWNG GOLF LLC**, each a Delaware limited liability company, having its principal place of business at 575 Fifth Avenue, 23rd Floor, New York, New York 10017 (collectively, the “**Borrower**”), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 (together with its successors and assigns, “**Lender**”).

WHEREAS, the Lender has entered into the Loan Documents dated as of December 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Lender has agreed to make loans to Borrower.

WHEREAS, in connection with the Loan Documents, the Borrower and the Lender have entered into that Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated December 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lender to make loan specified in the Loan Documents.

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender, a security interest in, among other property, certain intellectual property of the Borrower, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Borrower hereby grants to the Lender a security interest in all of such Borrower’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the United States Patents (as defined in the Security Agreement) set forth in Schedule A hereto;
- (b) the United States registered Trademarks (as defined in the Security Agreement) which are set forth in Schedule A hereto; and
- (c) the United States registrations of Copyrights (as defined in the Security Agreement) set forth in Schedule A hereto;

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Borrower under this IP Security Agreement secures the payment of all Obligations of such Borrower 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 IP Security Agreement secures, as to Borrower, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Borrower to Lender 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 Borrower.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Borrower 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 Borrower authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This 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 IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Borrower 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 Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This 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 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 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.

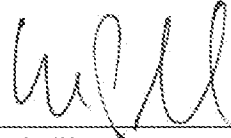
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

NWNG LLC,
a Delaware limited liability company

By: 
Name: Michael P. Sullivan
Title: Chief Financial Officer

NWNG GOLF LLC,
a Delaware limited liability company

By: 
Name: Michael P. Sullivan
Title: Chief Financial Officer

[Signature Page to Short Form Intellectual
Property Security Agreement]

SCHEDULE A

Trademarks

United States - federal registrations and applications:

Mark	(App. No.) Reg. No.	(Filing Date) Registration Date
Naples Grande Beach Resort	4733250	(7/3/2014) 5/5/2015

Copyrights

None.

Patents

None.