

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432606

<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>
Kuilima Resort Company		01/13/2010	Partnership: HAWAII
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turtle Bay Resort, LLC		
<b>Street Address:</b>	300 Crescent Court, Suite 700		
<b>Internal Address:</b>	c/o Turtle Bay Holdings, LLC/Highland Capital Management, LP		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3002995	OCEAN VILLAS AT TURTLE BAY RESORT	
<b>Registration Number:</b>	2865448	TURTLE BAY RESORT	
<b>Registration Number:</b>	2943124	TURTLE BAY RESORT	
<b>Registration Number:</b>	2837438	TURTLE BAY RESORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<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>	2029426989		
<b>Email:</b>	john.rynkiewicz@apks.com		
<b>Correspondent Name:</b>	John P. Rynkiewicz		
<b>Address Line 1:</b>	601 Massachusetts Ave, NW		
<b>Address Line 2:</b>	Arnold & Porter Kaye Scholer LLP		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	John P. Rynkiewicz		
<b>SIGNATURE:</b>	/John P Rynkiewicz/		
<b>DATE SIGNED:</b>	06/26/2017		
<b>Total Attachments: 6</b>			

OP \$115.00 3002995

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of FEB 23, 2010, by KUILIMA RESORT COMPANY, a Hawai'i general partnership ("KRC"), TBR PROPERTY, L.L.C., a Delaware limited liability company ("TBR", and collectively with KRC, "Seller"), and TURTLE BAY RESORT, LLC, a Delaware limited liability company ("Buyer"). All capitalized terms used herein and not otherwise defined shall have the meanings specified in that certain Agreement to Transfer Property dated as of FEB 23, 2010, by and between Seller and Buyer (the "Sale Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, any and all of the Seller's right, title and interest in and to, the following (collectively, the "Intellectual Property"), including without limitation, the Intellectual Property set forth on Exhibit A and Exhibit B hereto:

1. All of the intellectual property used in connection with or related to the marketing, ownership and operation of the Turtle Bay Resort, including the Hotel and the Golf Course, and the management of condominium units owned by third parties located within the resort (the "Business"), including without limitation, all: (i) trade names, trademarks, service marks, trade dress, logos, slogans, designs, Internet domain names and general intangibles of a like nature, together with all goodwill, registrations and applications related to the foregoing (the "Trademarks"), including without limitation, those Trademarks, Trademark registrations, and applications for Trademark registration set forth on Exhibit A and Exhibit B hereto; (ii) patents and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications related thereto) (the "Patents"); (iii) copyrights (including any registrations and applications related thereto) (the "Copyrights"), including without limitation, any registered Copyrights and applications for Copyright registration set forth on Exhibit A and Exhibit B hereto; (iv) all computer programs, including without limitation, any and all software implementations of algorithms, models and methodologies, whether in source code or object code form, all computerized databases and compilations of data, and all documentation, including without limitation, user manuals and training materials, relating to any of the foregoing (the "Software"); (v) confidential and proprietary information, including without limitation, any and all vendor, supplier, guest, customer, employee and operational information (the "Information"); and (vi) rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; in each case used in or primarily related to the Business (the "Publicity Rights");
2. All rights, claims, credits, judgments, remedies, choses in action, rights under express or implied warranties from suppliers, causes of action, rights of recovery, interests in or claims, rebates, refunds or payments from or against vendors, rights of set-off, or rights to sue for past, present or future infringement against third parties to the extent arising out of, relating to or in respect of the foregoing; and

3. All rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the foregoing, and all rights corresponding thereto throughout the world.

The assignment by Seller to Buyer of all right, title and interest of Seller in and to the Intellectual Property is made without any warranty or recourse whatsoever, including any implied warranty of merchantability, fitness for any ordinary use, or fitness for any intended use or particular purpose; it being understood that Buyer takes the Intellectual Property "as is" and "where is".

Seller hereby covenants and agrees that it will execute and deliver such documents reasonably requested by Buyer as may be necessary to evidence and effect the sale, assignment, transfer and conveyance of the Intellectual Property to Buyer; provided, however, that notwithstanding anything contained in the Sale Agreement, Seller shall not be obligated to deliver consents, other than from Seller, to the assignment by Seller to Buyer of all right, title and interest of Seller in and to the Intellectual Property contemplated hereunder.

This Assignment is given pursuant to the terms and conditions of the Sale Agreement, and is intended to convey fully the rights and interests required thereby to be conveyed with respect to the Intellectual Property being assigned to Buyer hereunder.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then, in that event, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including, without limitation, reasonable attorneys' fees.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Hawai'i.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as of the day and year first written above.

**SELLER:** **KUILIMA RESORT COMPANY,**  
a Hawai'i general partnership

By: **KUILIMA RESORT COMPANY HOLDING I, LLC,**  
a Delaware limited liability company,  
its managing general partner

By: **OAKTREE CAPITAL MANAGEMENT, L.P.,**  
a Delaware limited partnership,  
its manager

By: \_\_\_\_\_  
Name: *Ambrose Fisher*  
Title: **Ambrose Fisher**  
**Managing Director**

By: \_\_\_\_\_  
Name: *Mark Oei*  
Title: **Mark Oei**  
**Managing Director**

**TBR PROPERTY, L.L.C.,**  
a Delaware limited liability company

By: **OAKTREE CAPITAL MANAGEMENT, L.P.,**  
a Delaware limited partnership,  
its manager

By: \_\_\_\_\_  
Name: *Ambrose Fisher*  
Title: **Ambrose Fisher**  
**Managing Director**

By: \_\_\_\_\_  
Name: *Mark Oei*  
Title: **Mark Oei**  
**Managing Director**

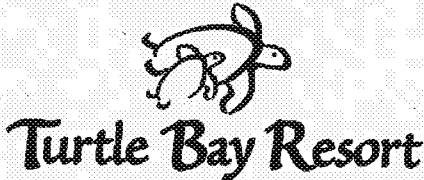




**EXHIBIT A**

**Intellectual Property**

**TRADEMARKS AND SERVICE MARKS**

<b>Item No.</b>	<b>Trademark/ Service Mark</b>	<b>Description</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
1.	Turtle Bay Resort	Words & Design 	July 20, 2004	2865448
2.	Turtle Bay Resort	Words Only	April 19, 2005	2943124
3.	Turtle bay Resort	Words Only	April 27, 2004	2837438
4.	Turtle Bay Resort True Hawaii	Words Only	March 21, 2006	3071381
5.	True Hawaii	Words Only	March 21, 2006	3071382
6.	Trademark/Service Mark: Ocean Villas at Turtle Bay Resort Description: Words & Design <b>OCEAN VILLAS AT TURTLE BAY RESORT</b> Reg. Date: September 27, 2005 Reg. No.: 3002995			