

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447600

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CWI OP, LP		09/28/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SANTA BARBARA HOTEL OPERATOR, INC.		
<b>Street Address:</b>	150 North Riverside Plaza		
<b>Internal Address:</b>	Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2494002	BACARA RESORT & SPA	
<b>Registration Number:</b>	2589268	BACARA	
<b>Registration Number:</b>	2589269	BACARA	
<b>Registration Number:</b>	2589271	BACARA	
<b>Registration Number:</b>	4461644	BACARA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	4747 Executive Dr.		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	71650.00106		
<b>NAME OF SUBMITTER:</b>	Laura C. Yip		
<b>SIGNATURE:</b>	/Laura C. Yip/		

CH \$140.00 2494002

<b>DATE SIGNED:</b>	10/17/2017
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**Total Attachments: 4**

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source=Bacara - Assignment of Intellectual Property (OP LP to TRS) (Executed)(91798638\_2)#page2.tif  
source=Bacara - Assignment of Intellectual Property (OP LP to TRS) (Executed)(91798638\_2)#page3.tif  
source=Bacara - Assignment of Intellectual Property (OP LP to TRS) (Executed)(91798638\_2)#page4.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment (this “**Assignment**”) is made by CWI OP, LP, a Delaware limited partnership (“**Assignor**”) to SANTA BARBARA HOTEL OPERATOR, INC., a Delaware corporation (“**Assignee**”) with reference to that certain Agreement of Sale and Purchase dated as of July 13, 2017 (as amended and assigned, the “**Agreement of Purchase and Sale**”), dated as of July 13, 2017, by and among BRS INVESTMENT PROPERTIES, LLC, a Delaware limited liability company, CWI SANTA BARBARA HOTEL, LP, a Delaware limited partnership, and CWI 2 SANTA BARBARA HOTEL, LP, a Delaware limited partnership. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title and interest, to the fullest extent assignable, in and to the registered trademarks and service marks set forth on **Schedule 1** of this Agreement (collectively, the “**Marks**”).

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Effective as of the date hereof, Assignor does hereby irrevocably and unconditionally transfer, convey and assign to Assignee, and Assignee hereby accepts the transfer, conveyance and assignment of, Assignor’s right, title and interest, to the fullest extent assignable, in and to the Marks, whether statutory or at common law, together with the goodwill of the business symbolized by the Marks, including all applications and/or registrations therefor, and the right (but not the obligation) to sue for and to collect damages or profits, as permitted under applicable law, for all past, present, and future infringements of the Marks, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor hereby authorizes and requests the Commissioner of Trademarks to transfer all of Assignor’s right, title and interest to the fullest extent assignable in and to the Marks listed on to Assignee, for its own use and enjoyment, and for Assignee’s legal representatives and assigns, to the full duration for which the Marks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor agrees to, without further consideration but at no cost or expense to Assignor, reasonably cooperate with Assignee and execute and deliver, or cause to be executed and delivered, such other instruments and take such other actions as Assignee may reasonably request from time to time to implement this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby assigned.

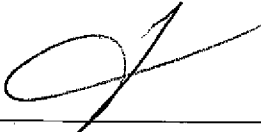
Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be executed as of the date written below.

CWI OP, LP,  
a Delaware limited partnership

By: Carey Watermark Investors Incorporated,  
a Maryland corporation,  
its general partner

By:  \_\_\_\_\_

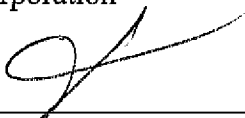
Name: **Michael G. Medzigan** \_\_\_\_\_

Title: **President & CEO** \_\_\_\_\_

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have caused this Assignment of Intellectual Property to be executed as of the date written below.

SANTA BARBARA HOTEL OPERATOR, INC.,  
a Delaware corporation

By:  \_\_\_\_\_

Name: **Michael G. Medzigan** \_\_\_\_\_

Title: **President & CEO** \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE 1**

**MARKS**

<b>Mark</b>	<b>U.S. Filing No. / Filing Date</b>	<b>U.S. Reg. No. / Reg. Date</b>	<b>Classification No.</b>
BACARA RESORT & SPA	75894243 January 11, 2000	2494002 October 2, 2001	42
BACARA	75911260 February 4, 2000	2589268 July 2, 2002	16
BACARA	75911261 February 4, 2000	2589269 July 2, 2002	18
BACARA	75911266 February 4, 2000	2589271 July 2, 2002	25
BACARA	85920815 May 1, 2013	4461644 January 7, 2014	35, 41, 43, 44