

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455543

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|---|---|--------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TURTLE BAY RESORT, LLC | | 12/15/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BRE TURTLE BAY RESORT LLC | | |
| Street Address: | C/O BLACKSTONE REAL ESTATE PARTNERS ADVISORS L.P. | | |
| Internal Address: | 345 Park Avenue | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10154 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3002995 | OCEAN VILLAS AT TURTLE BAY RESORT | |
| Registration Number: | 2865448 | TURTLE BAY RESORT | |
| Registration Number: | 2943124 | TURTLE BAY RESORT | |
| Registration Number: | 2837438 | TURTLE BAY RESORT | |
| Registration Number: | 4291434 | TURTLE BAY OAHU'S FABLED NORTH SHORE | |
| Registration Number: | 4502570 | NS NORTH SHORE WATER SHED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <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: | (212) 455-3526 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | KATE STEIN, ESQ. | | |
| Address Line 1: | SIMPSON THACHER & BARTLETT LLP | | |
| Address Line 2: | 425 LEXINGTON AVENUE | | |
| Address Line 4: | NEW YORK, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 010396/2090 | | |
| NAME OF SUBMITTER: | KATE STEIN | | |

CH \$165.00 3002995

| | |
|---|------------|
| SIGNATURE: | /KS/ |
| DATE SIGNED: | 12/21/2017 |
| Total Attachments: 10 source=14. Assignment of Trademarks (Resort)#page1.tif source=14. Assignment of Trademarks (Resort)#page2.tif source=14. Assignment of Trademarks (Resort)#page3.tif source=14. Assignment of Trademarks (Resort)#page4.tif source=14. Assignment of Trademarks (Resort)#page5.tif source=14. Assignment of Trademarks (Resort)#page6.tif source=14. Assignment of Trademarks (Resort)#page7.tif source=14. Assignment of Trademarks (Resort)#page8.tif source=14. Assignment of Trademarks (Resort)#page9.tif source=14. Assignment of Trademarks (Resort)#page10.tif | |

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of December 15, 2017, by TURTLE BAY RESORT, LLC, a Delaware limited liability company ("Seller"), and BRE 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 October 11, 2017, by and between Seller and Buyer (the "Purchase 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 worldwide right, title and interest in and to any trademarks, service marks, logos, trade, corporate, or doing business as names, slogans, and other source indicators (i) containing the term "Turtle Bay" or (ii) used in connection with the Property, including without limitation, the Trademarks set forth on Exhibit A hereto (collectively, the "Trademarks"), together with:

1. All goodwill associated therewith, and all common law rights related thereto;
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 above assignment by Seller to Buyer of all right, title and interest of Seller in and to the foregoing is made without any warranty or recourse, other than as set forth in the Purchase Agreement, including any implied warranty of merchantability, fitness for any ordinary use, or fitness for any intended use or particular purpose; it being understood that, other than as set forth in the Purchase Agreement, Buyer takes the Trademarks "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 foregoing to Buyer.

This Assignment is given pursuant to the terms and conditions of the Purchase 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 enforced in accordance with the laws of the State of Hawai'i.


[SIGNATURES FOLLOW ON NEXT PAGE]

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

SELLER:

TURTLE BAY RESORT, LLC, a Delaware limited liability company

By: Turtle Bay Holdings, LLC, a Delaware limited liability company, its sole member

By: 
Name: Theodore Nick Dameris
Title: Authorized Signatory

BUYER:

BRE TURTLE BAY RESORT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

SELLER:

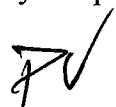
TURTLE BAY RESORT, LLC, a Delaware limited liability company

By: Turtle Bay Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Theodore Nick Dameris
Title: Authorized Signatory

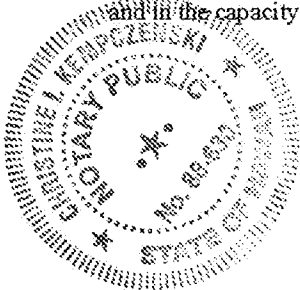
BUYER:

BRE TURTLE BAY RESORT LLC, a Delaware limited liability company

By:  _____
Name: Patrick Volz
Title: Vice President

STATE OF HAWAII)
) SS.
 CITY AND COUNTY OF HONOLULU)

On this 11 day of December, 2017, before me personally appeared Theodore Nick Dameris, Authorized Signatory of Turtle Bay Resort, LLC, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Christine I. Kempczenski
 Notary Public, State of Hawaii
 Printed Name: Christine I. Kempczenski
 My commission expires: 11/23/2021

| | | | |
|---|---------------------------------|--|----------|
| Date of Doc: | <u>DEC 15 2017</u> | # Pages: | <u>9</u> |
| Name of Notary: | <u>Christine I. Kempczenski</u> | Notes: | |
| Doc. Description: | <u>ASSIGNMENT OF TRADEMARKS</u> | | |
| <u>Christine I. Kempczenski</u> Notary Signature | | (stamp or seal) | |
| <u>First</u> Date | | <u>DEC 11 2017</u> Circuit, State of Hawaii | |
| NOTARY CERTIFICATION | | | |

STATE OF NEW YORK

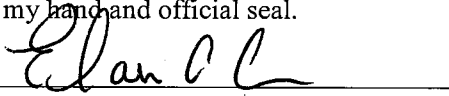
COUNTY OF NEW YORK

On November 30, 2017, before me, Elaine Cronin, a Notary Public, personally appeared Patrick Volz, who proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)









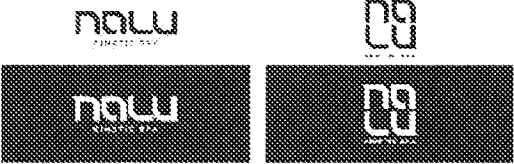










EXHIBIT A

Trademarks

(i) all logos, marks, trade names, derivations, and slogans owned by or licensed to Resort Seller in connection with the Property, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all common law rights related thereto, and all applications, registrations, and renewals in connection therewith;

| Item No. | Trademark/ Service Mark | Description | Reg. Date | Reg. No. |
|----------|--|--|---------------|----------|
| 1. | Ocean Villas at Turtle Bay Resort | Standard Character Mark OCEAN VILLAS AT TURTLE BAY RESORT | 09/27/2005 | 3002995 |
| 2. | Turtle Bay Resort | Words & Design  | 07/20/2004 | 2865448 |
| 3. | Turtle Bay Resort | Typed Drawing TURTLE BAY RESORT | 04/19/2005 | 2943124 |
| 4. | Turtle Bay Resort | Typed Drawing TURTLE BAY RESORT | 04/27/2004 | 2837438 |
| 5. | Turtle Bay Oahu's Fabled North Shore | Words & Design  | 02/19/2013 | 4291434 |
| 6. | Turtle Bay Breathtaking. Story Making. |  | Unregistered. | |

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| 7. | North Shore Water Shed |  | 10/11/2012 | 4502570 | | |
| 8. | Hana Hou VIP Membership |  | Unregistered. | | | |
| 9. | North Shore Kula Grille |  | Unregistered. | | | |
| 10. | Nalu Kinetic Spa (Flower Symbol) |  | Unregistered. | | | |
| 11. | Nalu Kinetic Spa Logo Guide | <p>"Nalu" font: Provided by Storydriven agency. "Kinetic Spa" Font: Proxima Nova</p> <p><u>NALU LOGO QUICK GUIDE</u></p> <p>PRIMARY LOGO SECONDARY LOGO</p>   <p><small>*Do not stretch or distort the logo. Do not use the logo on a background that is not white. Do not use the logo on a background that is not white.</small></p> <p>COLOR STANDARDS</p> <table border="0"> <tr> <td data-bbox="526 1451 732 1535">  <p>TIFFIN BLUE Pantone: 2975C CMYK: 100, 0, 0, 0 RGB: 0, 128, 255 HEX: #0080FF</p> </td> <td data-bbox="789 1451 995 1535">  <p>DEEP BLUE Pantone: 2975C CMYK: 100, 0, 0, 0 RGB: 0, 128, 255 HEX: #0080FF</p> </td> </tr> </table> <p><small>Please do not use the logo on a background that is not white. Do not use the logo on a background that is not white. Do not use the logo on a background that is not white.</small></p> <p><u>ALTERNATIVE VERSIONS</u></p>  |  <p>TIFFIN BLUE Pantone: 2975C CMYK: 100, 0, 0, 0 RGB: 0, 128, 255 HEX: #0080FF</p> |  <p>DEEP BLUE Pantone: 2975C CMYK: 100, 0, 0, 0 RGB: 0, 128, 255 HEX: #0080FF</p> | Unregistered. | |
|  <p>TIFFIN BLUE Pantone: 2975C CMYK: 100, 0, 0, 0 RGB: 0, 128, 255 HEX: #0080FF</p> |  <p>DEEP BLUE Pantone: 2975C CMYK: 100, 0, 0, 0 RGB: 0, 128, 255 HEX: #0080FF</p> | | | | | |

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|-----|--------------------|---|---------------|--|
| 12. | Pa'akai | Pa'akai | Unregistered. | |
| 13. | Surfer, The Bar* |  <p>*used by Resort Seller via License Agreement, dated November 4, 2011, by and between Source Interlink Magazines, LLC and Resort Seller, and as amended on January 1, 2014 and August 1, 2016.</p> | Unregistered. | |
| 14. | The Beach Cottages |  | Unregistered. | |
| 15. | Lobby Lounge |  | Unregistered. | |
| 16. | The Point |  | Unregistered. | |
| 17. | The Ocean Villas |  | Unregistered. | |

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|-----|-------------------------------------|--|---------------|--|
| 18. | The Vista Level | | Unregistered. | |
| 19. | The Guidepost | | Unregistered. | |
| 20. | Turtle Bay Golf | | Unregistered. | |
| 21. | Turtle Bay Open presented by Oakley | | Unregistered. | |

22. "Nalu Kinetic Spa" to be used as trade name throughout the State of Hawaii from January 19, 2016 through January 18, 2021, under Certificate of Registration No. 4156088.

23. Unregistered trade names used by Resort Seller:

- a. Hana Hou Golf Membership
- b. Turtle Bay Golf Academy
- c. ShopTurtleBay
- d. Turtle Bay Stables
- e. The Palmer Course at Turtle Bay
- f. The Fazio Course at Turtle Bay