

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528903

<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>
BSREP III COCONUT GROVE LLC		06/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK OF FLORIDA		
<b>Street Address:</b>	25 WEST FLAGLER STREET		
<b>City:</b>	MIAMI		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33130		
<b>Entity Type:</b>	Bank: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77149172	MAYFAIR HOTEL & SPA	
<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>Phone:</b>	9547669930		
<b>Email:</b>	bah@angelolaw.com		
<b>Correspondent Name:</b>	Betsy Henson		
<b>Address Line 1:</b>	515 East Las Olas Boulevard		
<b>Address Line 2:</b>	Suite 850		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>NAME OF SUBMITTER:</b>	Betsy Henson		
<b>SIGNATURE:</b>	/bah/		
<b>DATE SIGNED:</b>	06/24/2019		
<b>Total Attachments: 3</b>			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 20, 2019, by BSREP III COCONUT GROVE LLC, a Delaware limited liability company (the "Grantor"), in favor of CITY NATIONAL BANK OF FLORIDA (the "Lender").

RECITALS

A. The Grantor has entered into that certain Loan Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make a loan to Grantor.

B. In connection therewith Grantor and Lender are entering into this Agreement to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Mark	Type	Serial Number	Registration Number	Date of Filing	Date of Registration
MAYFAIR HOTEL & SPA	Service Mark	77149172	3,361,634	April 5, 2007	January 1, 2008