

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562235

<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>
DANA POINT BEACH RESORT LLC		11/15/2019	Limited Liability Company: DELAWARE
DANA POINT BEACH RESORT II LLC		11/15/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Avenue, 30th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	401 S. Tryon Street, 8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Chartered Bank: UNKNOWN		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5840388	MONARCH BEACH KIDS	
<b>Serial Number:</b>	87505890	MONARCH BEACH RESORT	
<b>Registration Number:</b>	5492671	SOMBRA	
<b>Registration Number:</b>	5492673	SOMBRA	
<b>Registration Number:</b>	5481577	AVEO TABLE + BAR	
<b>Registration Number:</b>	5481579	AVEO TABLE + BAR	
<b>Registration Number:</b>	5539059	PART & PARCEL MARKET	
<b>Registration Number:</b>	5324629	PART & PARCEL MARKET	
<b>Registration Number:</b>	5054036	PART & PARCEL MARKET	
<b>Registration Number:</b>	5324628	PART & PARCEL	

CH \$265.00 5840388

**CORRESPONDENCE DATA****Fax Number:** 3125548015*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.***Phone:** 312-554-8000**Email:** blc@pattishall.com, kep@pattishall.com**Correspondent Name:** Bradley L. Cohn**Address Line 1:** 200 South Wacker Drive, Suite 2900**Address Line 4:** Chicago, ILLINOIS 60606**ATTORNEY DOCKET NUMBER:** 2772 -038**NAME OF SUBMITTER:** Bradley L. Cohn**SIGNATURE:** /bradleycohn/**DATE SIGNED:** 02/14/2020**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2019 (the *Effective Date*), made by and between DANA POINT BEACH RESORT LLC and DANA POINT BEACH RESORT II LLC, each a Delaware limited liability company (collectively, *Grantor*) and GOLDMAN SACHS BANK USA and WELLS FARGO BANK, NATIONAL ASSOCIATION (each a *Lender* and collectively the *Lenders*).

WHEREAS, Lenders has agreed to make Loans to the Grantor under that certain Loan Agreement, dated as of the date hereof, by and among Dana Point Beach Resort LLC, Dana Point Beach Resort II LLC and Monarch Beach Club Lessee LLC, as Borrowers, and the Lenders named therein (the *Loan Agreement*).

WHEREAS, Lenders entered into that certain Intellectual Property Security Agreement, dated as of as of the date hereof, by and among Grantor, the grantors party thereto and Lenders (the *Security Agreement*).

WHEREAS, pursuant to the Security Agreement, the Grantor granted a Security Interest to the Lenders in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Lenders hereby agree as follows:

### 1. Defined Terms

All capitalized terms used in this Trademark Security Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement or Loan Agreement, as applicable.

### 2. Supplement to Security Agreement

This Trademark Security Agreement has been entered into in conjunction with the Security Interest granted to Lenders under the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of this Trademark Security Agreement are supplemental to and not in replacement of the terms of the Security Agreement, and the rights and remedies of Lenders with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the Security Agreement. If there is any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement will govern.

### 3. Security Interest and Collateral

Grantor hereby grants Lenders a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the *Trademark Collateral*):

- a. (i) trademarks, service marks, certification marks, trade names, social media identifiers, handles or other types of source identifier, whether arising under a statute or under common law, and whether registered or unregistered; (ii) corporate and company names, business names, trade styles, designs, logos or trade dress; (iii) the goodwill of the business connected with the use of or symbolized by any trademark or service mark; (iv) registrations, renewals, applications and other filings for any trademarks in any IP Filing Office; and (v) rights throughout the world analogous to the foregoing, including, without limitation, each trademark listed in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time) (collectively, *Trademarks*); and
- b. for any Trademark, any (i) rights to royalties, revenues, income, damages or other payments arising therefrom; and (ii) all other accrued and unaccrued causes of action (whether in contract,

tort or otherwise) or rights to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for, an infringement, misuse, misappropriation, dilution, violation, unfair competition or other impairment (whether past, present or future) thereof, including expired items; and (iii) any Proceeds relating to any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed with the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law. For the avoidance of doubt, this Trademark Security Agreement is not to be construed as an assignment of any Trademark Collateral.

#### **4. Recordation**

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by any Lender.

#### **5. Termination**

When all the Secured Obligations have been completely and indefeasibly paid and performed in full and Lender no longer has a commitment to make any Loan to Grantor, this Trademark Security Agreement will terminate.

#### **6. Governing law**

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of laws principles thereof but including Section 5-1401 and 5-1402 of the New York General Obligations Law.

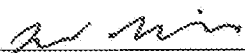
#### **7. Counterparts**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Notices and other communications may be delivered electronically (including by e-mail) and will be effective upon receipt, except that any record required to be signed, executed or authenticated will only be effective when authenticated and delivered by electronic imaging means (e.g., .pdf or .tiff).

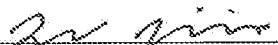
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GRANTOR:

DANA POINT BEACH RESORT LLC,  
a Delaware limited liability company

By:   
Name: John Ginochio  
Title: Director

DANA POINT BEACH RESORT II LLC,  
a Delaware limited liability company

By:   
Name: John Ginochio  
Title: Director

[Signatures continue on following page]

**LENDER:**

**GOLDMAN SACHS BANK USA,**  
a New York state-chartered bank

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



Name: David A. Brown  
Title: Authorized Signatory

[Signatures continue on following page]

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

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

Name: John G. Nicol

Title: Managing Director

Monarch Beach Resort Trademark Report

Mark With Image	Status	Country	Application #	File Date	Registration #	Registration Date	Classes Combined	Description Combined	All Open Actions (Current)
PART & PARCEL	REGISTERED	UNITED STATES	869917,457	2/23/2016	5,324,626	10/31/2017	043	043 - restaurant and bar services	10/31/2023 AFFIDAVIT OF USE 10/31/2027 RENEWAL

PART & PARCEL MARKET	REGISTERED	UNITED STATES	874833,882	10/20/2017	5,536,036	6/14/2018	035	035 - gift and sundries retail store services located in hotels	06/14/2024 AFFIDAVIT OF USE 06/14/2026 RENEWAL
PART & PARCEL MARKET	REGISTERED	UNITED STATES	869917,448	2/23/2016	5,054,036	10/4/2016	043	043 - restaurant, bar and catering services; providing banquet and social function facilities.	10/04/2022 AFFIDAVIT OF USE 10/04/2026 RENEWAL
PART & PARCEL MARKET & Design	REGISTERED	UNITED STATES	869917,466	2/23/2016	5,324,626	10/31/2017	043	043 - restaurant and bar services	10/31/2023 AFFIDAVIT OF USE 10/31/2027 RENEWAL
AVEO TABLE + BAR & Design	REGISTERED	UNITED STATES	869943,188	3/16/2016	5,481,579	5/29/2018	043	043 - restaurant, bar and catering services; providing banquet and social function facilities.	05/29/2024 AFFIDAVIT OF USE 05/29/2028 RENEWAL
AVEO TABLE + BAR	REGISTERED	UNITED STATES	869943,034	3/16/2016	5,481,577	5/29/2018	043	043 - restaurant, bar and catering services; providing banquet and social function facilities.	05/29/2024 AFFIDAVIT OF USE 05/29/2028 RENEWAL
SOMBRA	REGISTERED	UNITED STATES	869943,046	3/16/2016	5,492,671	6/12/2018	043	043 - restaurant, bar and catering services; providing banquet and social function facilities.	06/12/2024 AFFIDAVIT OF USE 06/12/2028 RENEWAL
SOMBRA & Design	REGISTERED	UNITED STATES	869943,702	3/17/2016	5,492,673	6/12/2018	043	043 - restaurant, bar and catering services; providing banquet and social function facilities.	06/12/2024 AFFIDAVIT OF USE 06/12/2028 RENEWAL



Mark With Image	Status	Country	Application #	File Date	Registration #	Registration Date	Classes Combined	Description Combined	All Open Actions (Current)
MONARCH BEACH RESORT & Design	SUSPENDED	UNITED STATES	87/505,890	6/29/2017			041, 043, 044	043 - hotels; resort hotels; making hotel reservations for others; restaurant, bar and cocktail lounge services; catering services; providing conference, exhibition and meeting facilities; providing banquet and social function facilities for special occasions 044 - health spa services for health and wellness of the body and spirit; namely, providing massage, facial and body treatment services; cosmetic body care services; beauty salon services	01/17/2020 SG - NOTICE OF SUSP.
MONARCH BEACH KIDS & Design	REGISTERED	UNITED STATES	87/721,613	12/14/2017	5,840,388	8/20/2019	041	041 - day camp services; holiday camp services; recreational camps; sport camp services; sports camp services; summer camps	05/20/2025 AFFIDAVIT OF USE 08/20/2023 RENEWAL