

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579893

<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>
BRE ICONIC LQR OWNER LLC		01/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HJ/CG PARTNERS, LLC		
<b>Street Address:</b>	5430 LBJ Freeway		
<b>Internal Address:</b>	Three Lincoln Centre, Suite 1400		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2279591	WESTERN HOME OF GOLF IN AMERICA	
<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>	6508395070		
<b>Email:</b>	trademarkgroup-sv@fr.com		
<b>Correspondent Name:</b>	LISA GREENWALD-SWIRE		
<b>Address Line 1:</b>	PO BOX 1022		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Charles Bahlert		
<b>SIGNATURE:</b>	/Charles Bahlert/		
<b>DATE SIGNED:</b>	06/05/2020		
<b>Total Attachments: 13</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement" or "Agreement") is effective as of January 31, 2020, by and between BRE ICONIC LQR OWNER LLC, a Delaware limited liability company ("Assignor") and HJ/CG PARTNERS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of various residential, commercial, hotel, office and other facilities, as well as golf courses, golf clubs and related golf facilities, on approximately 1600 acres of land near La Quinta, California, known as the La Quinta Resort & Club (the "La Quinta Resort & Club");

WHEREAS, Assignor and Assignee have entered into an agreement for the sale and purchase of the golf courses, golf clubs and related golf facilities portion of the La Quinta Resort & Club (the "Purchase Agreement");

WHEREAS, Assignor will retain ownership of the residential, commercial, hotel, office, and other facilities portion of the La Quinta Resort & Club (the "Resort");

WHEREAS, Assignor holds all right, title, and interest in and to the trademarks, service marks, trade names, brand marks, brand names, logos, domain names and social media identifiers or sites (including but not limited to Facebook, Instagram, Twitter and SnapChat) shown and described in Exhibit 1 (the "Marks"), along with any goodwill associated with the Marks, which are used in connection with Assignor's operation of the La Quinta Resort & Club;

WHEREAS, as part of the Purchase Agreement, Assignor agreed to assign to Assignee its rights, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks all on the terms and conditions set forth herein; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Marks, along with any and all goodwill associated with the Marks.

NOW, THEREFORE, in consideration of the foregoing recitals and the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree on the terms and conditions set forth below:

### **ARTICLE 1** **DEFINITIONS.**

The following terms shall have the following meanings as used throughout this Agreement:

- 1.1 "**Affiliate**" of a Person shall mean a Person which controls, is in common control with, or is controlled by, another Person. A Person will be deemed to control another Person if such Person possesses, directly or indirectly, the

power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract, or otherwise.

- 1.2 "La Quinta Resort & Club" shall have the meaning set forth in the recitals.
- 1.3 "Mediator" shall have the meaning set forth in Section 9.5 herein.
- 1.4 "Person" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other entity or enterprise, or any government or political subdivision or any agency, department or instrumentality thereof.
- 1.5 "Marks" means the marks set forth in Exhibit 1 (as may be amended or supplemented by the parties from time to time) and including the New Marks.
- 1.6 "Resort" shall have the meaning set forth in the recitals.

## **ARTICLE 2** **ASSIGNMENT.**

- 2.1 **Generally.** Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the (a) the Marks; (b) goodwill of the business associated with and symbolized by the Marks; and (c) any common law rights to the Marks subject to the terms and conditions herein. Assignee, its successors, and assigns shall hold the rights to the Marks for and during the existence of the term and life of such Marks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2.2 **Recordation of Assignment.** Assignee, at its sole expense, shall take such further actions and execute promptly such further documents as are necessary to effect and record this Assignment Agreement, including any actions or documents required by the United States Patent and Trademark Office or other authority, as the case may be, to document the assignment herein or as may be necessary to protect, secure, and vest good, valid, and marketable title to Assignee. Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from the rights and interests herein assigned.
- 2.3 Assignor authorizes the United States Patent and Trademark Office or other authority, as the case may be, to record the Marks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

**ARTICLE 3**  
**CONSIDERATION.**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and set over unto Assignee, all of Assignor's right, title, and interest in and to the Marks.

**ARTICLE 4**  
**REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

- 4.1 **By Assignor.** Assignor hereby represents and warrants that (i) it has the right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement when executed and delivered by Assignor will be a legal, valid and binding obligation enforceable against Assignor in accordance with its terms; (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect; and (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity.
- 4.2 **By Assignee.** Assignee hereby represents and warrants that it has the right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement when executed and delivered by Assignee will be a legal, valid, and binding obligation enforceable against Assignee in accordance with its terms.

**ARTICLE 5**  
**CONFIDENTIALITY.**

- 5.1 **Confidentiality.** Each party (a "Receiving Party") shall regard as confidential and proprietary all information communicated to it by, or otherwise obtained from, the other Party (a "Disclosing Party") in connection with this Agreement including but not limited to information concerning the business, finance, marketing, design, customer, supplier and other information (the "Confidential Information"). Confidential Information shall at all times be the property of the Disclosing Party and the disclosure of Confidential Information to a Receiving Party does not convey any right, title or license in the Confidential Information to such Receiving Party, other than as provided elsewhere in this Agreement. Each party agrees to use diligent efforts, and at least the same degree of care that it uses to protect its own confidential information of like importance (which in no event shall be less than what would be considered as commercially reasonable), to prevent unauthorized use, dissemination and disclosure of the other party's Confidential Information. Each party shall only transmit the Confidential Information to such of its directors, officers, employees, Affiliates, investors, lenders, attorneys, accountants, consultants, contractors and advisors who need to know such information for purposes of effecting this Agreement and who are

bound by terms and conditions at least as stringent as those of this Section. The Receiving Party shall be responsible for any misuse or disclosure of any Confidential Information by it or any person or entity to whom or to which it discloses any such Confidential Information. Each party agrees that the Confidential Information shall not be disclosed to others, except as necessary to enforce the terms of this Agreement or as may be required by law or legal process; provided, however, that the party making such disclosure shall (i) to the extent reasonably practicable, provide notice to the other party prior to such disclosure, (ii) to the extent reasonably practicable, have afforded the Disclosing Party the opportunity to obtain an appropriate protective order, or other satisfactory assurance of confidential treatment, for the information required to be disclosed, and (iii) use reasonable commercial efforts to secure confidential protection of such information and to limit such disclosure to the extent possible. Each party shall return the other party's Confidential Information to it and all copies thereof, upon the other party's request.

- 5.2 **Exceptions.** Notwithstanding the provisions of Section 7.1, a Receiving Party's confidentiality obligations shall not apply to (i) information that, at the time of disclosure is, or after disclosure becomes, part of the public domain other than as a consequence of such Receiving Party's breach; (ii) information that was known or otherwise available to such Receiving Party, without obligations of confidentiality, prior to the disclosure by the Disclosing Party; (iii) information disclosed by a third party to such Receiving Party, without obligations of confidentiality, after the disclosure by the Disclosing Party, if such third party's disclosure neither violates any obligation of the third party to Disclosing Party nor is a consequence of Receiving Party's breach; (iv) information developed independently by such Receiving Party without reference to any Confidential Information of the Disclosing Party; or (v) information that Disclosing Party authorizes, in writing, for release.

#### **ARTICLE 6** **SUCCESSORS AND ASSIGNS.**

- 6.1 **Assignability.** Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit to the parties hereto, their respective heirs, successors, administrators, and assigns.

#### **ARTICLE 7** **GENERAL PROVISIONS.**

- 7.1 **Costs Incident to Agreement.** Except as otherwise set forth herein, each party, including, as applicable, any successor party to this Agreement, shall pay its own legal, accounting and other expenses incident to this Agreement and the consummation of the transactions contemplated thereby.

- 7.2 Construction; Interpretation.** The section and other headings contained in this Assignment Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Assignment Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Assignment Agreement; (ii) words importing the singular shall also include the plural, and vice versa; (iii) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; and (iv) references to a Person are also to its successors and permitted assigns.
- 7.3 Counterparts.** This Assignment Agreement may be executed in any number of counterparts, and all of these counterparts together shall constitute one and the same Assignment Agreement.
- 7.4 Excuse of Performance.** The performance of this Assignment Agreement by any party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of any party hereto making it illegal, impossible or impracticable to fulfill its mutual obligations under this Assignment Agreement. Any party may suspend its obligations under this Assignment Agreement with no liability or obligation to the other parties if such obligations are delayed or prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented and for the period that such performance is prevented.
- 7.5 Mediation.** Any dispute or disagreement between Assignor, on the one hand, and Assignee, on the other hand under this Agreement that is not settled by unaided, good faith negotiation between the parties within ten (10) days (or such longer period as may be mutually agreed upon) from the date a party gives notice to the others in writing specifying such dispute or disagreement shall be subject to mandatory mediation as set out below; provided, however, that any party may first initiate litigation to preserve the status quo pending mediation. The parties shall mutually select a mediator within ten (10) days after the expiration of the negotiation period referenced in the foregoing sentence. The Mediator shall have at least ten (10) years of experience in trademark law and/or commercial litigation. Such mediation will consist of one or more informal non-binding conferences between the parties before a mediator upon whom the parties shall mutually agree (the "Mediator"), in which the Mediator will attempt to guide and persuade the parties to an amicable resolution of the dispute. The mediation process under this Section shall continue until the relevant dispute is resolved, or until either party elects to terminate the mediation process upon fifteen (15) days' notice to the other

party. If either party terminates the mediation process, any party shall be free to seek judicial relief for the dispute. Each party shall bear the costs of preparing and presenting its case to the Mediator, including its own attorney's fees. The parties agree that the Mediator shall have no power or authority to make awards or issue orders of any kind, and in no event shall the Mediator have the authority to make any award that provides for punitive or exemplary damages. The parties agree that any such mediation will have the party's CEO, or a designee fully authorized to settle the dispute, attend the mediation in person or telephonically.

- 7.6 Waiver.** Failure of any party to complain of any act or omission on the part of the other parties, no matter how long the same may continue, shall not be deemed to be a waiver by any parties of its rights under this Assignment Agreement.
- 7.7 Relationship of Parties.** This Assignment Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture, partnership, or express or implied agency between Assignor, on the one hand, and Assignee, on the other hand, or between the employees or agents of Assignor, on the one hand, and Assignee, on the other hand.
- 7.8 Governing Law.** This Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to conflicts of law principles.
- 7.9 Binding Effect.** Subject to the provisions of this Assignment Agreement governing assignment, the Assignment Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 7.10 Severability.** If any term, covenant, condition or provision of this Assignment Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment Agreement or application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition, or provision of this Assignment Agreement shall be valid and shall be enforced to the fullest extent provided by law.
- 7.11 Notice.** Any notice, approval, demand, consent, authorization, waiver or other communication (collectively, a "Notice") which any party is required or may desire to give to or make upon one or more of the other parties pursuant to this Assignment Agreement shall be effective and valid only if given strictly in accordance with this provision, in writing, signed by the party or its attorney giving such Notice, and delivered either (a) by hand delivery, (b) sent by prepaid express courier or delivery service, providing evidence of delivery, (c)



by certified mail of the United States Postal Service, return receipt requested, or (d) by electronic mail, addressed as follows:

i. To Assignor:

c/o Blackstone Real Estate Advisors L.P.  
345 Park Avenue  
New York, New York 10154  
Attn: Head, U.S. Asset Management  
Email: [realestatenotices@blackstone.com](mailto:realestatenotices@blackstone.com)

and

c/o Blackstone Real Estate Advisors L.P.  
345 Park Avenue  
New York, New York 10154  
Attn: General Counsel  
Email: [realestatenotices@blackstone.com](mailto:realestatenotices@blackstone.com)

with copies thereof to:

Greenberg Traurig, P.A.  
5100 Town Center Circle, Suite 400  
Boca Raton, FL 33486  
Attention: Mark D. Hillier  
Email: [hillierm@gtlaw.com](mailto:hillierm@gtlaw.com)

with copies thereof to:

Revantage Corporate Services  
233 S. Wacker Drive, Suite 4700  
Chicago, Illinois 60606  
Attention: Ivy Israel  
Email: [iisrael@revantage.com](mailto:iisrael@revantage.com)

ii. To Assignee:

HJ/CG Partners, LLC  
c/o Century Golf Partners  
Three Lincoln Centre, Suite 1400  
5430 LBJ Freeway  
Dallas, Texas 75240  
Attention: Jim Hinckley  
Email: [JHinckley@centurygolf.com](mailto:JHinckley@centurygolf.com)

and

Century Golf Partners  
Three Lincoln Centre, Suite 1400  
5430 LBJ Freeway  
Dallas, Texas 75240  
Attention: Doug Howe  
Email: [dhowe@centurygolf.com](mailto:dhowe@centurygolf.com)

with copies thereof to:

Addison Law Firm  
5400 LBJ Freeway, Suite 1325  
Dallas, Texas 75240  
Attention: Dallas Addison  
Email: [daddison@addisonlaw.com](mailto:daddison@addisonlaw.com)

A notice shall be deemed to have been given: (i) in the case of hand delivery, when delivered; (ii) in the case of certified mail, when delivered or upon the first attempted delivery on a Business Day; (iii) in the case of prepaid express courier or delivery service, when delivered or upon the first attempted delivery on a Business Day; and (iv) in the case of email, upon the sender's receipt of confirmation (which may be in the form of an automated electronic response).

- 7.12 Modification.** No modification or waiver of any provision of this Assignment Agreement shall be effective unless in writing and signed by all parties.
- 7.13 Entire Agreement.** This Assignment Agreement, including the Exhibits incorporated herein and the Purchase and Sale Agreement dated November \_\_\_\_, 2019 between the parties, constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior oral or written understandings or agreements relating thereto. No promise, understanding, representation, inducement, condition or warranty not set forth herein has been made or relied upon by either party hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed on their behalf in the manner legally binding upon them.

BRE ICONIC LQR OWNER LLC, a  
Delaware limited liability company

By:

  
William J. Stein, Vice President

HJ/CG PARTNERS, LLC, a Delaware  
limited liability company

By:

.....  
Name:

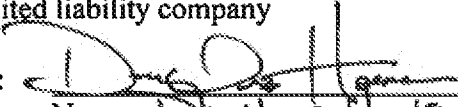
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed on their behalf in the manner legally binding upon them.

BRE ICONIC LQR OWNER LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

HJ/CG PARTNERS, LLC, a Delaware  
limited liability company

By:   
Name: Douglas Howe  
Title: VICE PRESIDENT

**EXHIBIT 1**

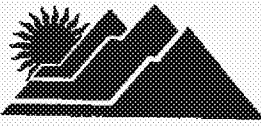


The Marks

See Attached

## Schedule 1.1(e)

Transferred IP

## TRADEMARKS

Mark	Jurisdiction	Class	Owner	Serial /Registration Number
<i>Sun rising/mountain</i> <i>(Design Logo Only)</i> 	USPTO	25 28 36 41	BRE Iconic LQR Owner LLC	Reg: 2527472
WESTERN HOME OF GOLF IN AMERICA	USPTO	37 42	BRE Iconic LQR Owner LLC	SN: 75473979 Reg: 2380331
WESTERN HOME OF GOLF IN AMERICA	USPTO	16	BRE Iconic LQR Owner LLC	SN: 74707392 Reg: 2279591
DUNES COURSE	California State	41	BRE Iconic LQR Owner LLC	Reg 69504 Submission ID 02002447
MOUNTAIN COURSE	California State	41	BRE Iconic LQR Owner LLC	Reg 69505 Submission ID 02002448
PGA WEST <sup>1</sup> 	California State	25	BRE Iconic LQR Owner LLC	Reg 101285
THE CLUB AT PGA WEST <sup>1</sup>	California State	41 43	BRE Iconic LQR Owner LLC	Reg 45007
PGA WEST <sup>1</sup>	California State	41	BRE Iconic LQR Owner LLC	Reg 43648 Submission ID 02002456
CITRUS CLUB <sup>2</sup>	Not Registered	N/A	N/A	N/A
THE CITRUS CLUB AT LA QUINTA <sup>2</sup> 	Not Registered	N/A	N/A	N/A

<sup>1</sup> The Professional Golfers' Association of America is the owner of the PGA West Marks and the registrations of such marks with the U.S. Patent and Trademark Office. Use of the marks by Seller of the PGA West Marks is pursuant to the PGA West Trademark License Agreement, which, along with the above referenced California state trademark registrations, are to be assigned by Seller to Buyer on the Closing Date.

<sup>2</sup> No rights to "La Quinta" in "The Citrus Club at LaQuinta" trademark are assigned to Buyer.

<b>Domains</b>
pgawest.com
thecitrusclub.com
pgawestgolfacademy.com
pgawestacademy.com
pgawestcatering.com

**Social Media Identifiers:** Facebook, Instagram, Twitter and Snapchat for PGA West and Citrus Club.