

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HP-SSP NAPLES HOTEL, LLC		03/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust		
Street Address:	c/o Wells Fargo Bank, N.A., 401 S. Tryon Street		
Internal Address:	8th Floor, MAC D1050-084		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4733250	NAPLES GRANDE BEACH RESORT	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	055183-000225		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	03/28/2022		
Total Attachments: 5			
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SHORT FORM INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated March 28, 2022 is made by HP-SSP NAPLES HOTEL LLC and HP-SSP NAPLES GOLF LLC, each a Delaware limited liability company, having its principal place of business at Four Radnor Corporate Center, 100 Matsonford Road, Suite 220, Radnor, PA 19087 (collectively, the "**Pledgor**"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMDB COMMERCIAL MORTGAGE SECURITIES TRUST 2016-C2, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C2, having an address at c/o Wells Fargo Bank, N.A., 401 S. Tryon Street, 8th Floor, MAC D1050-084, Charlotte, North Carolina 28202, Attention: Asset Manager (together with its successors and assigns, "**Lender**").

WHEREAS, JPMorgan Chase Bank, National Association (the "**Original Lender**") entered into the Loan Documents, dated as of December 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Documents**"), pursuant to which the Original Lender made a loan to NWNG LLC and NWNG GOLF LLC (the "**Original Pledgor**") (the "**Loan**").

WHEREAS Original Lender has assigned all of its right, title and interest in and to the Loan and Loan Documents to Lender; and

WHEREAS on the date hereof, pursuant to the terms and conditions of that certain Loan Assumption and Substitution Agreement by and among, Lender, Pledgor, Original Pledgor, Henderson Park Real Estate Fund I US LP, Henderson Park Real Estate Fund I NON US LP, Northwood Real Estate Partners LP, Northwood Real Estate Co-Investors LP, Northwood Real Estate Partners TE (HOTEL AIV) LP and Northwood Real Estate Co-Investors TE (HOTEL AIV) LP (the "**Assumption Agreement**"), Lender is consenting to the Transfer and Assumption (as each such term is defined in the Assumption Agreement).

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender entered into the Intellectual Property Security Agreement dated March 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**") in order to induce the Lender to consent to the Transfer and Assumption.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

SECTION 1. Grant of Security. Each Pledgor hereby grants to the Lender a security interest in all of such Pledgor's right, title and interest in and to the following (the "**Collateral**"):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) which are set forth in Schedule A hereto;
- (c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto; and
- (d) the Domain Names which are set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Pledgor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Pledgor to Lender under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Pledgor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being

understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

HP-SSP NAPLES HOTEL LLC, a Delaware limited liability company

By: HP-SSP Naples Holdco LP, a Delaware limited partnership
Its: Sole Member

By: HP Naples Holdings GP LLC, a Delaware limited liability company
Its: General Partner

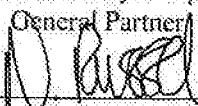


By: Nick Russell
Its: CEO, Vice President and Treasurer

HP-SSP NAPLES GOLF LLC, a Delaware limited liability company

By: HP-SSP Naples Holdco LP, a Delaware limited partnership
Its: Sole Member

By: HP Naples Holdings GP LLC, a Delaware limited liability company
Its: General Partner



By: Nick Russell
Its: CEO, Vice President and Treasurer

SCHEDULE A

Trademarks

United States - federal registrations and applications:

Mark	(App. No.) Reg. No.	(Filing Date) Registration Date
Naples Grande Beach Resort	4733250	(7/3/2014) 5/5/2015

Copyrights

None.

Patents

None.

Domain Names

NAPLES-GRANDE.COM

NAPLESGRANDE.COM

NAPLESGRANDEBEACHRESORT.COM

NAPLESGRANDEGOLF.COM

NAPLESGRANDEGOLF.MOBI

NAPLESGRANDHOTEL.COM

NAPLESGRANDMEETINGS.COM

NAPLESGRANDRESORT.COM

NAPLESGRANDRESORT.MOBI

NAPLESTOKEYWEST.COM