

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOCA PREMIER CLUB OWNER, LLC		04/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITI REAL ESTATE FUNDING INC.		
Street Address:	388-390 Greenwich Street, Trading Floor 4		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5595598	BCL	
Registration Number:	5845173	REDEFINING THE BOCA CLUB LIFESTYLE	
Serial Number:	90217833	TBRC	
Serial Number:	90217825	TBRC THE BOCA RATON CLUB	
Serial Number:	90217816	THE BOCA RATON CLUB	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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) 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, IDAHO 60606-5896		
ATTORNEY DOCKET NUMBER:	2772-10-02		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	05/09/2022		

CH \$140.00 5595598

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 28, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **BOCA PREMIER CLUB OWNER, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **CITI REAL ESTATE FUNDING INC.**, a New York corporation, as agent for itself, **GOLDMAN SACHS BANK USA**, a New York state-chartered bank, **BANK OF AMERICA, N.A.**, a national banking association, and the other lenders from time to time under the Loan Agreement (as defined herein) and their respective successors and permitted assigns (together with its successors and permitted assigns, “**Lender**”).

WHEREAS, Lender has agreed to make the Loan to Grantor pursuant to certain Loan Agreement, dated as of April 28, 2022, by and among Grantor, **BOCA OWNER, LLC** and **BOCA BUNGALOWS OWNER, LLC**, each a Delaware limited liability company (collectively, “**Borrower**”), and Lender (the “**Loan Agreement**”).

WHEREAS, as a condition of the Loan Agreement, Borrower and Lender have entered into that certain Notice of Future Advance and Amended and Restated Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (the “**Mortgage**”).

WHEREAS, pursuant to the Mortgage, Grantor granted a security interest to Lender in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with Lender as follows:

SECTION. 1. Defined Terms

All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby grants to Lender a security interest in and continuing lien on, all of Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all U.S. trademarks, service marks, trade names, corporate names, business names, trade dress, logos, domain names, social media accounts and handles, and other source or business identifiers of like nature, including, without limitation, the following: (i) all registrations and applications therefor, including, without limitation, the registrations and applications listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter

due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

For the avoidance of doubt, this Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any “intent-to-use” application for registration of a trademark filed 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, 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.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Mortgage, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Mortgage, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Mortgage, the provisions of the Mortgage shall control.

SECTION 4. Recordation

Grantor authorizes the Director of Patents and Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Agreement upon request by Lender.

SECTION 5. Termination

Subject to the terms of the Loan Agreement and the Mortgage, following the termination of the Mortgage and upon payment in full of all amounts due and payable under the Loan Agreement and performance in full of all obligations of Borrower under the Loan Agreement and the Mortgage, upon written request of Grantor, Lender shall (at Grantor’s sole cost and expense) execute and deliver to Grantor or otherwise authorize the filing of a document, in a form and substance reasonably satisfactory to Lender, releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Governing Law

This 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.

SECTION 7. Counterparts

This 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. Delivery of an

executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 8. Exculpation

The provisions of Section 9.3 of the Loan Agreement are hereby incorporated by reference into this Agreement to the same extent and with the same force as if fully set forth herein.

SECTION 9. Successors and Assigns

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BOCA PREMIER CLUB OWNER,
LLC,**
a Delaware limited liability company

By: 
Name: Kenneth Gerold
Title: Authorized Signatory

[SIGNATURES CONTINUE ON NEXT PAGE]

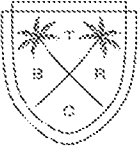
Accepted and Agreed:


CITI REAL ESTATE FUNDING INC.,
a New York corporation

By: 
Name: Ana Rosu Marmann
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Name/AN/RN	Full Goods/Services	Owner Information
<p>BCL</p> <p>RN: 5595598 SN: 87849982</p>	<p>Int'l Class: 16 (Int'l Class: 16) Magazines in the field of hotels, resorts, club and marina</p>	<p>Boca Premier Club Owner, LLC (Delaware Limited Liability Company) Attn: CEO or CFO 501 East Camino Real, Boca Raton, Florida 33432 United States of America</p>
<p>REDEFINING THE BOCA CLUB LIFESTYLE</p> <p>RN: 5845173 SN: 88314313</p>	<p>Int'l Class: 16 (Int'l Class: 16) Magazines in the field of hotel and resort services for members and guests</p>	<p>Boca Premier Club Owner, LLC (Delaware Limited Liability Company) Attn: CEO or CFO 501 East Camino Real, Boca Raton, Florida 33432 United States of America</p>
<p>TBRC and Design</p>  <p>SN: 90217833</p>	<p>Int'l Class: 25, 41, 43, 44, 45 (Int'l Class: 25) clothing, namely, shirts, shorts, pants and headwear (Int'l Class: 41) providing facilities for golf, tennis, water sports and other recreational and camp-like activities; providing health clubs for physical exercise and physical fitness training services; providing health club facilities for spa services; providing swimming pools; instruction in the nature of golf, tennis, water sports, and fitness lessons; yacht clubs; golf club services; country clubs; providing sport club facilities; providing equipment rental services for playing golf, tennis, and water sports; special event planning for social entertainment purposes; Party and wedding reception planning, coordination and consultation services (Int'l Class: 43) catering services; contract food services; providing general purpose facilities for meetings, conferences and exhibitions; Providing banquet and social function facilities for special occasions (Int'l Class: 44) Health spa services for health and wellness of the body and spirit (Int'l Class: 45) personal concierge services for others comprising making requested personal arrangements and reservations and providing customer-specific information to meet individual needs; babysitting services; providing facilities for wedding ceremonies</p>	<p>Boca Premier Club Owner, LLC (Delaware Limited Liability Company) 501 East Camino Real, Boca Raton, Florida 33432 United States of America</p>
<p>TBRC THE BOCA RATON CLUB and Design</p>	<p>Int'l Class: 25, 41, 43, 44, 45 (Int'l Class: 25) clothing, namely, shirts, shorts, pants and headwear (Int'l Class: 41)</p>	<p>Boca Premier Club Owner, LLC (Delaware Limited Liability Company) 501 East Camino Real, Boca</p>

Mark/Name/AN/RN	Full Goods/Services	Owner Information
 The Boca Raton Club SN: 90217825	<p>providing facilities for golf, tennis, water sports and other recreational and camp-like activities; providing health clubs for physical exercise and physical fitness training services; providing health club facilities for spa services; providing swimming pools; instruction in the nature of golf, tennis, water sports, and fitness lessons; yacht clubs; golf club services; country clubs; providing sport club facilities; providing equipment rental services for playing golf, tennis, and water sports; special event planning for social entertainment purposes; Party and wedding reception planning, coordination and consultation services (Int'l Class: 43)</p> <p>: catering services; contract food services; providing general purpose facilities for meetings, conferences and exhibitions; Providing banquet and social function facilities for special occasions (Int'l Class: 44)</p> <p>Health spa services for health and wellness of the body and spirit (Int'l Class: 45)</p> <p>personal concierge services for others comprising making requested personal arrangements and reservations and providing customer-specific information to meet individual needs; babysitting services; providing facilities for wedding ceremonies</p>	Raton, Florida 33432 United States of America
THE BOCA RATON CLUB SN: 90217816	<p>Int'l Class: 25, 41, 43, 44, 45 (Int'l Class: 25) clothing, namely, shirts, shorts, pants and headwear (Int'l Class: 41)</p> <p>providing facilities for golf, tennis, water sports and other recreational and camp-like activities; providing health clubs for physical exercise and physical fitness training services; providing health club facilities for spa services; providing swimming pools; instruction in the nature of golf, tennis, water sports, and fitness lessons; yacht clubs; golf club services; country clubs; providing sport club facilities; providing equipment rental services for playing golf, tennis, and water sports; special event planning for social entertainment purposes; Party and wedding reception planning, coordination and consultation services (Int'l Class: 43)</p> <p>: catering services; contract food services; providing general purpose facilities for meetings, conferences and exhibitions; Providing banquet and social function facilities for special occasions (Int'l Class: 44)</p> <p>Health spa services for health and wellness of the body and spirit (Int'l Class: 45)</p> <p>personal concierge services for others comprising making requested personal arrangements and reservations and providing customer-specific information to meet individual needs; babysitting services; providing facilities for wedding ceremonies</p>	Boca Premier Club Owner, LLC (Delaware Limited Liability Company) 501 East Camino Real, Boca Raton, Florida 33432 United States of America