

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NWCL LLC		03/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	30 Hudson Yards, 62nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2773042	CHEECA LODGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-3939		
<b>Email:</b>	matkins@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	MICHAEL P. ATKINS/JONES DAY		
<b>Address Line 1:</b>	51 Louisiana Avenue, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	230397-000196		
<b>NAME OF SUBMITTER:</b>	MICHAEL P. ATKINS		
<b>SIGNATURE:</b>	/MICHAEL P. ATKINS/		
<b>DATE SIGNED:</b>	04/04/2023		
<b>Total Attachments: 9</b>			
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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2023 (this “**Agreement**”), is made by **NWCL LLC** and **NWCL BAYSIDE LLC**, each a Delaware limited liability company (collectively, “**Grantor**”), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“**Wells Fargo**”), as administrative agent (in such capacity, together with its successors and assigns, “**Administrative Agent**”), for its benefit and for the benefit of the lenders from time to time party to the Loan Agreement (as defined below) (each a “**Lender**” and collectively, “**Lenders**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated as of the date hereof (as further amended, restated, extended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, Administrative Agent and the Lenders, Lenders have made a loan to Grantor;

WHEREAS, in connection with the Loan Agreement, Grantor has executed and delivered in favor of Administrative Agent (i) that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, with respect to the Casitas Parcel (as further amended, supplemented, amended and restated or otherwise modified from time to time, the “**Beach Mortgage**”), (ii) that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, with respect to the Morada Bay Parcel (as further amended, supplemented, amended and restated or otherwise modified from time to time, the “**Bayside Mortgage**”) and (iii) that certain Amended and Restated Fee and Leasehold Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (as the same may be further amended, restated, modified or supplemented from time to time, the “**Cheeca Mortgage**,” and together with the Beach Mortgage and the Bayside Mortgage, collectively the “**Security Agreement**”);

WHEREAS, pursuant to the Loan Agreement and pursuant to Section 4.1 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, in connection with a prior, related loan, NWCL Beach LLC and NWCL Bayside LLC previously executed and delivered that certain Trademark Security Agreement, dated as of March 11, 2020, in favor of Wells Fargo (the “**Existing Agreement**”);

WHEREAS, Grantor, Administrative Agent and Lenders now wish to amend and restate in its entirety the Existing Agreement as more particularly set forth below; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and Lenders, and the Existing Agreement is amended and restated as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants and assigns to Administrative Agent, for its benefit and the benefit of the Lenders, to secure payment and performance of all of the Secured Obligations in which the Grantor now or at any time hereafter has an interest, a continuing security interest in all of the Grantor's right, title and interest (if any) throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "**Trademark Collateral**"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common law rights relating to the foregoing, and logos arising from or related to the Property or any business now or hereafter conducted thereon by Grantor or owned by or licensed to Grantor and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "**Trademarks**"), including those Trademarks referred to in Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to Grantor of any right to use any Trademark (each a "**Trademark License**"), including those Trademark Licenses referred to in Schedule II hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for its benefit and the benefit of Lenders, in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent, for its benefit and the benefit of Lenders, under the Security

Agreement. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to the Secured Obligations, this Agreement and the Security Agreement and any requirement that Administrative Agent protect, secure, perfect or insure any lien, or any property subject thereto, or exhaust any right or take any action against Grantor or any other Person or entity or any Collateral securing the Secured Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon the full payment and satisfaction of the Loan (other than in connection with any exercise of remedies under the Security Agreement), the security interests granted herein shall automatically terminate with respect to all Trademark Collateral, without delivery of any instrument or performance of any act by any party. Upon the full payment and satisfaction of the Loan, Administrative Agent will, at Grantor's sole expense, deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by Administrative Agent hereunder, and execute and deliver to the Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. GOVERNING LAW.

(a) THIS AGREEMENT, THE OBLIGATIONS ARISING HEREUNDER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES HEREUNDER, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO

SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST ADMINISTRATIVE AGENT, ANY LENDER OR GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY AT ADMINISTRATIVE AGENT OR ANY SUCH LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND GRANTOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. GRANTOR DOES HEREBY DESIGNATE AND APPOINT:

c/o Northwood Investors LLC  
575 Fifth Avenue, 40th Floor  
New York, NY 10017  
Attn: Shiva Viswanathan

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO GRANTOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON GRANTOR, IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. GRANTOR (I) SHALL GIVE PROMPT NOTICE TO ADMINISTRATIVE AGENT OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

SECTION 9. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary to comply with applicable law, and so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of the term shall not be affected thereby.

SECTION 10. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 11. Amendment and Restatement. This Agreement constitutes an amendment and restatement of the Existing Agreement in its entirety, effective from and after the date hereof. The execution and delivery of this Agreement and the amendment and restatement contemplated hereby shall not constitute a novation, release, impairment or discharge of any of the obligations existing under the Existing Agreement, all of which obligations remain outstanding under this Agreement, except as modified hereby.

**[The remainder of this page intentionally blank, signature page(s) to follow]**

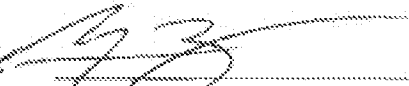
IN WITNESS WHEREOF, Grantor and Administrative Agent have duly executed and delivered this Agreement under seal as of the date appearing on the first page of this Agreement.

**GRANTOR:**

**NWCL LLC,**  
a Delaware limited liability company

By:  [SEAL]  
Name: Nate Hagerman  
Title: General Counsel

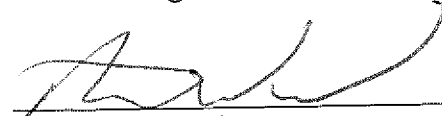
**NWCL BAYSIDE LLC,**  
a Delaware limited liability company

By:  [SEAL]  
Name: Nate Hagerman  
Title: General Counsel



**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association,  
as Administrative Agent

By:  [SEAL]  
Name: Anatole Wedmid  
Title: Director

SCHEDULE I  
to Trademark Security Agreement

U.S. Trademarks

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Owner</b>
CHEECA LODGE	October 14, 2003	2,773,042	NWCL LLC

SCHEDULE II  
to Trademark Security Agreement

Trademark Licenses

1. Trademark License Agreement, dated March 11, 2020, between Morada Bay, Inc., as Licensor, and NWCL Bayside LLC, as Licensee, for “MORADA BAY”, United States Trademark Registration Number 4,157,252.