

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KHP IV SANTA BARBARA TRS LLC		06/15/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	333 S. Grand Avenue, 9th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<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>	6185851	MAR MONTE HOTEL	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2031637		
<b>NAME OF SUBMITTER:</b>	Lorna Miller		
<b>SIGNATURE:</b>	/Lorna Miller/		
<b>DATE SIGNED:</b>	06/16/2023		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 15, 2023, is entered into by KHP IV SANTA BARBARA TRS LLC, a Delaware limited liability company, having an office at having an address at c/o KHP Capital Partners, L.P., 101 California Street, Suite 980, San Francisco, CA 94111 ("**Assignor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, having an address at 333 S. Grand Avenue, 9th Floor, Los Angeles, CA 90071, as Lender ("**Lender**" or "**Assignee**").

### RECITALS

A. Pursuant to the terms of that certain Loan Agreement, dated as of the date hereof, by and among Assignor, KHP IV Santa Barbara LLC, a Delaware limited liability company ("**Borrower**"), and Lender (together with all extensions, renewals, modifications, substitutions, amendments, restatements, replacements and supplements thereof, the "**Loan Agreement**"), Lender is making a loan to Borrower in the original principal amount of \$75,000,000 (the "**Loan**"), for the purposes specified in the Loan Agreement.

B. The Loan is secured by, among other things, that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, executed by Borrower and Assignor, as trustor, to the trustee named therein, in favor of Lender (as the same may be amended, modified, supplemented or replaced from time to time, the "**Security Instrument**"), which Security Instrument evidences a first priority lien on the real property and improvements described therein (the "**Property**"), and is evidenced by one or more promissory notes, dated as of the date hereof, each executed by Borrower, and payable to the order of Lender, in the aggregate principal amount of the Loan (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

C. Assignor leases the Property from Borrower pursuant to that certain Lease Agreement dated as of July 26, 2018, as amended by that certain First Amendment to Lease Agreement dated as of July 1, 2023, and Assignor owns certain Trademark Collateral (as hereinafter defined) that is used in connection with the Property and has agreed (i) to grant a security interest in such Trademark Collateral as additional collateral for the Loan and Borrower's and Assignor's obligations under the Loan Documents and (ii) to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authority to effectuate the grant of the security interest.

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

### AGREEMENT

1. Grant of Security Interest

Assignor hereby pledges, assigns, transfers, delivers and grants to Assignee a security interest in, and continuing lien on, all of Assignor's right, title, and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**") whether now owned or existing or hereafter acquired or arising and wherever located, as security for payment of all sums due in respect of the Loan and the performance of all other terms, conditions and covenants of this Agreement and any other Loan Document on Borrower's or Assignor's part to be paid and performed:

(a) each trademark owned by the Assignor and all trademark registrations and applications therefor and all renewals thereof, including without limitation, the trademark registration and application therefor set forth in **Schedule A** attached hereto, (the "**Trademarks**"), together with all the goodwill of the business connected with the use of and symbolized by, the Trademarks, and all extensions and renewals thereof;

(b) all common law and other rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions and all other rights corresponding thereto throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such proceeds and damages relating thereto.

## 2. **Recordation**

Assignor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record and register this Agreement upon request by the Assignee.

## 3. **Representations and Warranties**

Assignor hereby represents and warrants to Assignee that:

(a) Upon the filing of a UCC financing statement naming the Assignor as "debtor" and the Assignee as "secured party" and describing the Trademark Collateral in the Delaware Secretary of State's Office and the recording of this Agreement in the form set forth with the U.S. Patent and Trademark Office within three (3) months of the date hereof, against the Trademark Collateral, the security interests granted to Assignee hereunder constitute valid and perfected first priority Liens;

(b) **Schedule A** attached hereto sets forth a true and complete list of all trademark registrations and applications owned by Assignor;

(c) To Assignor's knowledge, it is the sole and exclusive owner of the entire right, title, and interest in and to all the Trademarks identified on **Schedule A**, free and clear of all Liens, claims, encumbrances and material licenses, granted by Assignor;

(d) Assignor is a limited liability company and has been duly organized and is validly existing and in good standing pursuant to the laws of the State of Delaware with requisite power and authority to own its properties and to transact the businesses in which it is now engaged. Assignor has duly qualified to do business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its properties, businesses and operations. Assignor possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged. There are no arbitration proceedings, governmental investigations, actions, suits or proceedings at law or in equity by or before any governmental authority now pending or threatened against or affecting Assignor which, if determined against Assignor, would have a material adverse effect on Assignor or the Trademark Collateral; and

(e) Assignor has full power to and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by, or on behalf of Assignor and constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

#### 4. Covenants and Agreements

Assignor hereby covenants and agrees as follows:

(a) Upon written demand from the Assignee following a Default, Assignor shall assign, convey or otherwise transfer to the Assignee all of Assignor's right, title and interest in and to the Trademark Collateral and shall execute and deliver to the Assignee such documents as are necessary to effectuate and record such assignment, conveyance, or transfer of, or other evidence of foreclosure upon, such Trademark Collateral; and

(b) In the event of any assignment, conveyance or other transfer of any of the Trademark Collateral, the goodwill symbolized by such Trademark Collateral shall be included in such sale or transfer.

#### 5. Termination of Agreement

Upon satisfaction of the Secured Obligations (as defined in the Security Instrument), the security interest and continuing Lien granted hereby shall terminate, and all right, title, and interest in, to, and under the Trademark Collateral shall revert and be deemed reassigned to Assignor. Upon any such termination, Assignee shall, at Assignor's request and expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination, reversion and/or reassignment, without recourse, representation, or warranty of any kind.

6. Remedies

In addition to all other rights and remedies available to Assignee under applicable law, Assignee shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of New York.

7. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN A DIFFERENT GOVERNING LAW.**

8. Counterparts

This Agreement may be executed in any number of 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.

9. Further Assurances

Assignor hereby authorizes Assignee to file, from time to time, at Assignor's sole cost and expense, such UCC financing statements in all applicable recording offices of each applicable jurisdiction, as Assignee deems required to perfect and maintain the first priority security interest of Assignee in the Trademark Collateral. In addition, Assignor shall, at Assignor's sole cost and expense, from time to time as reasonably requested by Assignee, execute, acknowledge, record, register, file and/or deliver to Assignee such other instruments, agreements, certificates and documents (including UCC financing statements) as Assignee may reasonably request to evidence, confirm, perfect and maintain the Liens granted or required to be granted to Assignee by this Agreement, and shall fully cooperate with Assignee and perform all additional acts which are necessary to effect the purposes of the foregoing.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

“ASSIGNOR”

KHP IV SANTA BARBARA TRS LLC,  
a Delaware limited liability company

By:   
Name: Judith C. Miles  
Title: Secretary

*[Signatures Continue on Following Page]*

**"ASSIGNEE"**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Lender

By: 

Name: Jeff Miller

Title: Senior Vice President



SCHEDULE A

TRADEMARKS

<b>Tradename Registration or Application</b>	<b>Name of Owner</b>	<b>Jurisdiction of Registration</b>	<b>Registration or Application Number</b>	<b>Registration or Application Date</b>
Mar Monte Hotel	KHP IV SANTA BARBARA TRS LLC	United States	U.S. Service Mark Reg. No. 6,185,851	October 27, 2020