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OMB No. 0651-0011 (exp. 4/94)

MRS 12-5-00

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To the Honorable Commissioner of Patent

attached original documents or copy thereof.

1. Name of conveying party(ies):

**The La Costa Company LP
11200 Rockville Pike
Rockville, Maryland 20852**

- Individual(s)
- General Partnership
- Corporation
- Other
- Merger
- Limited Partnership (Delaware)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

**Raptor Investments Limited Liability Company
1141 North Robinson, Suite 300
Oklahoma City, Oklahoma 73103**

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: a Limited Liability Company (Oklahoma)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Execution Date: **December 4, 2000**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached schedule

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Jonathan Reichman, Esq.
KENYON & KENYON
One Broadway
New York, NY 10004-1050**

6. Total number of **applications** and registrations involved: **40**

7. Total fee (37 CFR 3.41): **\$1015.00**
 Enclosed
 Authorized to be charged to Deposit Account

8. Deposit account number: **11-0600**
(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 CH
02 FC:482 975.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karen Feisthamel

Karen Feisthamel

December 5, 2000

Name of Person Signing

Signature

Date

Total number of pages, including cover sheet, attachments and document: 6

APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>
LA COSTA BEACH RESORT	75/923,331
LA COSTA BEACH CLUB	75/923,706
CLUB LA COSTA	76/109,920
LA COSTA SPA	76/109,921
CLUB LA COSTA	76/109,922
LA COSTA BATH & BEAUTY SUPPLIES	76/109,923
LC Logo	76/115,223
THE LA COSTA SPA	76/115,224
LC Logo	76/115,474
THE LA COSTA SPA	76/115,740
LC Logo	76/115,746
LC Logo	76/115,828
THE LA COSTA SPA	76/115,829
LA COSTA	76/116,716
LA COSTA	76/116,717
THE LA COSTA SPA	76/125,535
LA COSTA RESORT AND SPA	76/131,625
LA COSTA RESORT AND SPA	76/131,626
THE LEGENDARY LA COSTA RESORT AND SPA	76/132,264
LC and design	76/132,265
LA COSTA SPA	76/132,266
THE LEGENDARY LA COSTA RESORT AND SPA	76/132,267
LC and design	76/139,993

<u>MARK</u>	<u>SERIAL NO.</u>
LC and design	76/139,994
THE LA COSTA RESORT & SPA	76/140,005
LC and design	76/140,006
LC Logo	76/140,007
LC and design	76/140,009
LC and design	76/140,011
THE LA COSTA RESORT & SPA	76/140,012
THE LA COSTA RESORT & SPA	76/140,013
THE LA COSTA SPA	76/140,014
LC and design	76/143,304
THE LA COSTA RESORT & SPA	76/144,061
LC and design	76/145,133
THE LA COSTA LIFESTYLE	76/145,199

REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
LA COSTA stylized	1,197,418
LA COSTA RACQUET CLUB	1,445,623
LA COSTA LC	1,481,948
LC	1,484,909

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 29th day of November, 2000, by The La Costa Company LP, a Delaware limited partnership with a principal place of business at 11200 Rockville Pike, Rockville, Maryland 20852 ("Grantor"), in favor of Raptor Investments Limited Liability Company, an Oklahoma limited liability company with a principal place of business at 1141 North Robinson, Suite 300, Oklahoma City, Oklahoma 73103 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns the trademarks, the trademark registrations, and the applications for trademark registration which are listed on Exhibit "A" attached hereto; and

WHEREAS, Grantee has, on even date herewith, made a loan to an affiliate of Grantor (the "Loan"); and

WHEREAS, Grantor is willing to secure repayment of the Loan through its grant of the security interest set forth herein, and Grantee wishes to accept such security interest,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grantor hereby grants to Grantee a security interest in and to Grantor's right, title and interest in and to the trademarks, the trademark registrations, and the applications for trademark registration which are listed on Exhibit "A" attached hereto, and the goodwill of the business connected therewith and symbolized thereby.

2. The security interest created by this instrument shall automatically terminate upon repayment of the Loan. Grantee shall execute and deliver such documents, and perform such acts, as are reasonably requested by Grantor in order to confirm or memorialize such termination. Grantee hereby appoints Grantor as Grantee's lawful attorney-in-fact to execute and deliver such documents and to perform such acts, in the place, name and stead of Grantee, should Grantee fail or refuse to do so, for any reason or for no reason. Such appointment is irrevocable and coupled with an interest.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized representative as of the 29th day of November, 2000.

THE LA COSTA COMPANY LP

By: Takron, Inc., a Delaware corporation, its General Partner

By: Ronald Thompson
Name: Ronald Thompson
Title: President, Takron, Inc.

Agreed and Accepted as of the 29th day of NOVEMBER, 2000:

RAPTOR INVESTMENTS LIMITED LIABILITY COMPANY

By: JRB Investments, Inc., an Oklahoma corporation, as Managing Member

By: John Roddy Bates
Name: John Roddy Bates
Title: President, JRB Investments, Inc..