

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawk's Cay Management, Inc.		04/23/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BH/NV Hawk's Cay Property Holdings, LLC		
Street Address:	61 Hawk's Cay Boulevard		
City:	Duck Key		
State/Country:	FLORIDA		
Postal Code:	33050		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1380754	HAWK'S CAY	
Registration Number:	2408413	HAWK'S CAY	
Registration Number:	2410460	HAWK'S CAY	
CORRESPONDENCE DATA			
Fax Number:	(206)340-9599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-340-9619		
Email:	rcumbow@grahamdunn.com		
Correspondent Name:	Robert C. Cumbow - Graham & Dunn PC		
Address Line 1:	2801 Alaskan Way, Suite 300 - Pier 70		
Address Line 4:	Seattle, WASHINGTON 98121-1128		
ATTORNEY DOCKET NUMBER:	M34518-HAWK'S CAY-3 MARKS		
NAME OF SUBMITTER:	Robert C. Cumbow		
Signature:	/rcc/		

OP \$90.00 1380754

Date:

08/17/2007

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF U.S. TRADEMARK RIGHTS

This Assignment and Assumption of U.S. Trademark Rights ("Assignment") is made as of the 23rd day of April, 2007 (the "Effective Date") by and between **HAWK'S CAY MANAGEMENT, INC.**, a Florida corporation ("Assignor") and **BH/NV HAWK'S CAY PROPERTY HOLDINGS, LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

A. Assignor has agreed to assign and Assignee has agreed to assume all of Assignor's right, title and interest in and to the U.S. Trademark Rights (as defined below).

NOW THEREFORE, for good and valuable consideration and receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby assigns, sets over, transfers and conveys to Assignee, without recourse, guaranty, representation or warranty whatsoever, any and all of Assignor's right, title and interest in and to the trademarks and service marks together with all goodwill appurtenant thereto as set forth on Exhibit "A" attached hereto and made a part hereof (collectively, the "U.S. Trademark Rights").

2. **Acceptance and Assumption.** Assignee hereby accepts this Assignment and the rights granted herein, and Assignee hereby expressly assumes for itself and its successors and assigns, all of the obligations and liabilities of Assignor relating to the U.S. Trademark Rights, accruing from and after the Effective Date and agrees to (i) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Assignor relating to the U.S. Trademark Rights, which accrue from and after the Effective Date, and (ii) keep, perform and observe all of the covenants and conditions relating to the U.S. Trademark Rights on the part of Assignor to be kept, performed and observed from and after the Effective Date.

3. **Indemnification.** Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims and/or loss resulting from Assignee's failure to perform any of its obligations under the U.S. Trademark Rights, or relating to or arising out of events occurring from and after the Effective Date.

4. **Successors and Assigns.** This Assignment shall inure to and be binding upon the Assignor and Assignee and each of their respective successors and assigns.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

6. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

7. Applicable Law. This Assignment shall be governed by and interpreted in accordance with the United States Trademark Laws and with regard to the interpretation of the terms of this Agreement the laws of the State of Florida shall apply.

8. Titles and Section Headings. Titles of sections and subsections contained in this Assignment are inserted for convenience of reference only, and neither form a part of this Assignment or are to be used in its construction or interpretation.


9. Entire Agreement; Modification. This Assignment supersedes all prior agreements and constitutes the entire agreement with respect to the subject matter hereof. It may not be altered or modified without the written consent of all parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

HAWK'S CAY MANAGEMENT, INC., a Florida corporation

By: 
Name: Kenneth Barrington
Title: Vice President

ASSIGNEE:

BH/NV HAWK'S CAY PROPERTY HOLDINGS, LLC, a Delaware limited liability company

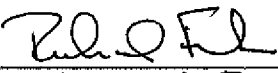
By: 
Name: Richard Frank
Title: Sr. Vice President

Exhibit "A"

U.S. TRADEMARK REGISTRATION

Mark	Registration No.	Registration Date	First Use
HAWK'S CAY	2410460	December 12, 2000	1983-07-00
HAWK'S CAY	2408413	November 28, 2000	1997-12-00
HAWK'S CAY	1380754	January 28, 1986	1983-07-01