

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303049

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CJUF III Centurion Icon LLC		04/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North American Company for Life and Health Insurance		
<b>Street Address:</b>	525 W. Van Buren		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	CORPORATION: IOWA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2909273	HOTEL ICON	
<b>Registration Number:</b>	2945168	HOTEL ICON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	betsy.perkins@alston.com		
<b>Correspondent Name:</b>	Laura Kees		
<b>Address Line 1:</b>	1201 W. Peachtree Street		
<b>Address Line 2:</b>	c/o Alston & Bird LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3424		
<b>ATTORNEY DOCKET NUMBER:</b>	058626/442630		
<b>NAME OF SUBMITTER:</b>	Laura Kees		
<b>SIGNATURE:</b>	/Laura Kees/		
<b>DATE SIGNED:</b>	04/30/2014		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 29, 2014 (this "Agreement"), executed by CJUF III CENTURION ICON LLC, a Delaware limited liability company, as grantor ("Borrower"), in favor of NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE, an Iowa corporation, as lender ("Lender").

WHEREAS, Borrower by its Promissory Note of even date herewith given to Lender (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Note") is indebted to Lender (the "Loan") which Loan is advanced pursuant to that certain Loan Agreement of even date herewith between Borrower and Lender (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Loan is secured by, among other things, a Deed of Trust and Security Agreement (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Mortgage"), dated as of the date hereof, which grants Lender a first priority lien on the property encumbered thereby and known as the Hotel ICON (the "Property"). The Note, the Loan Agreement, the Mortgage, and any of the other documents evidencing or securing the Loan or executed or delivered in connection therewith are collectively referred to as the "Loan Documents".

WHEREAS, Lender requires as a condition to the making of the Loan that Borrower execute and deliver this Agreement and the Loan Documents, among other things, to grant to Lender a security interest in the Trademark Collateral as security for the Loan; and

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lender and Borrower, Borrower hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage and Loan Agreement.

Section 2. Grants of Security Interests in Trademark Collateral. Borrower, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Property of Borrower, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of Borrower (the "Trademark Collateral"):

(a) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property (collectively, the "Trademarks"), including, without limitation, the right to use the name "Hotel ICON" and operate the Property as the "Hotel ICON" as described on Schedule I attached hereto (provided, however, the foregoing shall not be deemed to include the Franchise

IP to the extent the Franchise Agreement prohibits the granting of any Lien or security interest in Borrower's interest in the Franchise IP);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Mortgage. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Mortgage and Borrower 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.

Section 4. Governing Law. (a) **THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING 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 (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE NOTE, AND THIS AGREEMENT AND THE NOTE 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.**

**ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY AT 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 BORROWER 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 BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.**

[Signatures on Following Page]

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

**BORROWER:**

**CJUF III CENTURION ICON LLC**, a Delaware limited liability company

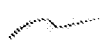

By: CJUF III Icon LLC, a Delaware limited liability company, a member

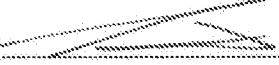
By: Canyon-Johnson Urban Fund III, L.P., a Delaware limited partnership, its sole member

By: Canyon-Johnson Realty Advisors III, LLC, a Delaware limited liability company, its general partner

By: Canyon Capital Urban III General Partner Company, L.P., a Delaware limited liability company, a member

By: Canyon Capital Realty Advisors LLC, a Delaware limited liability company, its general partner

Legal	Acq/AM
	

By:   
Name: Jonathan P. Roth  
Title: President

[SIGNATURES CONTINUE OF THE FOLLOWING PAGE]

Agreed and accepted as of the date first written above:

**LENDER:**

**NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE**, an Iowa corporation


By: Guggenheim Partners Investment Management, LLC, as Investment Adviser for North American Company for Life and Health Insurance

By: 

Name: William Bennett  
Title: Managing Director

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Class	Registration Number	Registration Date
HOTEL ICON	Int. Cl. 43	2,909,273	12-07-04
HOTEL ICON and Design 	Int. Cl. 43	2,945,168	04-26-05