

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
48123 CA Investors, LLC		11/16/2017	Limited Liability Company: DELAWARE
48123 CA Holding, LLC		11/16/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86878421	POST HOUSE	
Serial Number:	86878432	POST HOUSE HOMESTEAD	
Serial Number:	87524639	VENTANA BIG SUR	
Serial Number:	87524646	THE SUR HOUSE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	22768-00384		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		

CH \$115.00 86878421

DATE SIGNED:	11/16/2017
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Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “**Confirmatory Grant**”) is made as of November 16, 2017, by and from **48123 CA INVESTORS, LLC**, a Delaware limited liability company (“**Grantor**”), and **48123 CA HOLDING, LLC**, a Delaware limited liability company (“**Licensor**”), each having an address at Pier 5, The Embarcadero, Suite 102, San Francisco, California 94111, to and in favor of **DEUTSCHE BANK AG NEW YORK BRANCH**, a German Bank, authorized by the New York Department of Financial Services, solely in its capacity as administrative agent for Lenders (as defined in the Loan Agreement (as hereinafter defined)) (including its successors and assigns, “**Grantee**”).

WHEREAS, Grantor, Grantee, and Lenders have entered into that certain Loan Agreement of even date herewith (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”) pursuant to which Lenders have made a loan (“**Loan**”) to Grantor. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

WHEREAS, the Loan is secured by, among other things, (i) that certain Deed of Trust, Security Agreement, Assignment of Leases and Hotel Revenues, and Fixture Filing (with Future Advances) (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 to Grantee a first priority lien on the property encumbered thereby, and (ii) the Assignment of Trademark License Agreement (as defined below).

WHEREAS, Grantor owns the trademarks (the “**Trademarks**”) listed on **Exhibit A** attached hereto and made a part hereof, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, Licensor licensed the trademarks (the “**Licensed Trademarks**”) listed on **Exhibit B** attached hereto and made a part hereof to Grantor pursuant to that certain Trademark License Agreement, dated as of the date hereof, by and between Grantor and Licensor (the “**Trademark License Agreement**”), which Licensed Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, Grantor granted a security interest to Grantee in the Licensed Trademarks pursuant to that certain Assignment of Trademark License Agreement, dated as of the date hereof, by and between Grantor and Grantee (the “**Assignment of Trademark License Agreement**”).

WHEREAS, Grantor has granted a security interest in certain property, including the Trademarks and the Licensed Trademarks, to Grantee to secure the repayment and performance of each and all of the Obligations (as defined in the Loan Agreement) pursuant to the Mortgage and the Assignment of Trademark License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **RECITALS.** Grantor hereby affirms and acknowledges the accuracy of the factual recitals set forth above.

2. **THE SECURITY INTEREST.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all of the Obligations. Upon the payment and performance in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (i) all of Grantor's right, title and interest in and to the Trademarks set forth in **Exhibit A** now owned or from time to time after the date hereof owned or acquired by Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks, and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

(c) Grantor hereby confirms to Grantee that Grantor granted, pursuant to the Assignment of Trademark License Agreement, a valid security interest in all of Grantor's right, title and interest in and to the Licensed Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor pursuant to the Trademark License Agreement, together with (ii) all proceeds and products of the Licensed Trademarks, (iii) the goodwill associated with such Licensed Trademarks, and (iv) all causes of action arising prior to or after the date hereof for infringement of the Licensed Trademarks or unfair competition regarding the same.

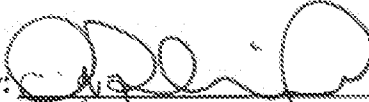
3. **RIGHTS CUMULATIVE.** The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Mortgage and the other Loan Documents, all the terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory Grant effective as of the date first written above.

GRANTOR:

48123 CA INVESTORS, LLC,
a Delaware limited liability company

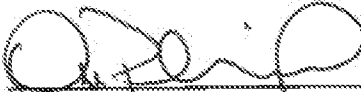
By: 
Name: Omar Palacios
Title: Authorized Person

[Signature Page to Confirmatory Grant of Security Interest]

TRADEMARK
REEL: 006207 FRAME: 0286

LICENSOR:

48123 CA HOLDING, LLC,
a Delaware limited liability company

By: 
Name: Omar Palacios
Title: Authorized Person

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

EXHIBIT A

TRADEMARKS

Trademark	Owner	Serial No.	Registration Date
Post House	48123 CA Investors, LLC	86-878,421	January 18, 2016
Post House Homestead	48123 CA Investors, LLC	86-878,432	January 18, 2016

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

EXHIBIT B

LICENSED TRADEMARKS

Trademark	Owner	Serial No.	Registration Date
Ventana Big Sur	48123 CA Holding, LLC	87-524,639	July 12, 2017
The Sur House	48123 CA Holding, LLC	87-524,646	July 12, 2017

Exhibit B to Confirmatory Grant