

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KINGSTON RESORT MEZZ LLC		06/27/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BREF V SERIES B LLC
Street Address:	250 Vesey Street, 15 th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3827009	BRIGHTON TOWER
Registration Number:	3827010	THE MARGATE
Registration Number:	5531053	KINGSTON PLANTATION
Registration Number:	3200823	KINGSTON PLANTATION
Registration Number:	3739309	KINGSTON PLANTATION
Registration Number:	4448015	KINGSTON
Registration Number:	4448016	KINGSTON RESORTS
Registration Number:	3748956	
Registration Number:	3341336	ROYALE PALMS
Registration Number:	3349893	
Registration Number:	3363326	ROYALE PALMS AT KINGSTON SHORES
Registration Number:	3390794	KINGSTON SHORES
Registration Number:	3390793	KINGSTON SHORES
Registration Number:	5681249	78FITNESS
Registration Number:	5681250	SPA33
Registration Number:	5675912	THE LANDING AT KINGSTON PLANTATION
Registration Number:	5675911	THE LANDING SPA & FITNESS CENTER
Registration Number:	5675947	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3125548015*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.***Phone:** 312-554-8000**Email:** blc@pattishall.com, kep@pattishall.com**Correspondent Name:** Bradley L. Cohn**Address Line 1:** 200 South Wacker Drive, Suite 2900**Address Line 4:** Chicago, ILLINOIS 60606**ATTORNEY DOCKET NUMBER:** 2772-33**NAME OF SUBMITTER:** Bradley L. Cohn**SIGNATURE:** /bradleycohn/**DATE SIGNED:** 09/27/2019**Total Attachments: 8**

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SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated June 27, 2019, is made by KINGSTON RESORT MEZZ LLC, a Delaware limited liability company (“Pledgor”), in favor of BREF V SERIES B LLC, a Delaware limited liability company (together with all its successors and assigns, the “Lender”), whose address for all purposes hereunder is 250 Vesey Street, 15th Floor, New York, New York 10281. Terms used but not defined herein shall have the meaning assigned to them in the Loan Agreement (defined below).

RECITALS:

A. Lender has agreed to make a loan (the “Loan”) to Pledgor in the maximum principal amount of \$31,822,700 (the “Loan Amount”), pursuant to that certain Loan Agreement, dated as of the date hereof, by and between Pledgor and Lender (the “Loan Agreement”); capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement).

B. In connection with the Loan Agreement, the Pledgor entered into that certain Pledge and Security Agreement dated as of June 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge”) to secure Pledgor’s obligations under the Loan Documents.

C. Under the terms of the Pledge, the Pledgor has granted to the Lender a security interest in, among other property, certain Trademarks (as defined in the Pledge) of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

Section 1. Grant of Security. The Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness, a first priority security interest in and Lien on all of Pledgor’s worldwide right, title and interest to the Trademarks set forth on Schedule A attached hereto, together with the right to sue for past, present, and future infringements, dilutions or violations of such Trademarks and all goodwill associated with or symbolized by such Trademarks (collectively, the “Trademark Collateral”).

Section 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Indebtedness of the Pledgor now or hereafter existing under or in respect of the Loan Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the secured Indebtedness and that would be owed by the Pledgor to any Lender under the Loan Documents

but for the fact that such secured Indebtedness is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Pledgor.

Section 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Pledge, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Pledge. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Pledge, the terms of the Pledge shall govern.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

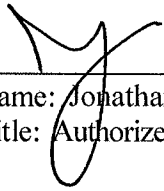
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

[Signatures on following page]

PLEDGOR:

KINGSTON RESORT MEZZ LLC,
a Delaware limited liability company


By: _____


Name: Jonathan Wang
Title: Authorized Signatory

[Signatures continue on following page]

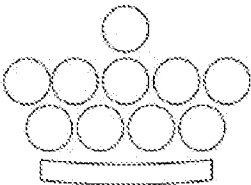

LENDER:

BREF V SERIES B LLC,
a Delaware limited liability company


By: 
Name: James Sharkey
Title: Authorized Signatory

SCHEDULE A
REGISTERED TRADEMARKS

Mark	Jurisdiction	Reg. No.	Class/Goods/Services
BRIGHTON TOWER	U.S. Federal	3827009	Class: 36 real estate services, namely, rental of condominiums; providing online listing services for real estate, namely, resort properties and condominiums for rental and sale; rental of resort condominiums Class: 43 making reservations and booking for temporary lodging in resort condominiums; provision of meeting facilities
THE MARGATE	U.S. Federal	3827010	Class: 36 real estate services, namely, rental of condominiums; providing online listing services for real estate, namely, resort properties and condominiums for rental and sale; rental of resort condominiums
KINGSTON PLANTATION	U.S. Federal	5531053	Class: 41 fitness services, namely, conducting fitness classes; personal fitness training services; provision of fitness and exercise facilities Class: 44 health spa services, namely, services for health and wellness of the body and spirit, cosmetic body care services, and fitness services, namely, minimally and non-invasive cosmetic and body fitness therapies; massage services; beauty services, namely, cosmetic body care and beauty salon services
KINGSTON PLANTATION	U.S. Federal	3200823	Class: 36 real estate services, namely, rental of vacation homes, resort properties, hotels and condominiums; providing online listing services for real estate, namely, resort properties, vacation homes and condominiums for rental and sale Class: 43 making reservations and bookings for temporary lodging in resort hotels, vacation homes and condominiums
KINGSTON PLANTATION	U.S. Federal	3739309	Class: 35 managing and operating resort hotels and business conference centers of others; management of health spas Class: 43 provision of conference, exhibition and meeting facilities Class: 44 providing health spa services for health and wellness of the body and spirit

Mark	Jurisdiction	Reg. No.	Class/Goods/Services
KINGSTON	U.S. Federal	4448015	Class: 36 real estate services, namely, rental of vacation homes, resort properties, and condominiums; providing online listing services for real estate, namely, resort properties, vacation homes and condominiums for rental and sale Class: 43 rental of hotel rooms and booking and reservation services for temporary lodging at resort hotels, vacation homes and condominiums; provision of conference exhibition and meeting facilities Class: 44 providing health spa services for health and wellness of the body and spirit
KINGSTON RESORTS	U.S. Federal	4448016	Class: 36 real estate services, namely, rental of vacation homes, resort properties, and condominiums; providing online listing services for real estate, namely, resort properties, vacation homes and condominiums for rental and sale Class: 43 rental of hotel rooms and booking and reservation services for temporary lodging at resort hotels, vacation homes and condominiums; provision of conference exhibition and meeting facilities Class: 44 providing health spa services for health and wellness of the body and spirit
	U.S. Federal	3748956	Class: 35 managing and operating resort hotels and business conference centers of others; management of health spas Class: 36 real estate services, namely, rental of vacation homes, resort properties, hotels and condominiums; providing online listing services for real estate, namely, resort properties, vacation homes and condominiums for rental and sale Class: 43 rental of hotel rooms and booking and reservation services for temporary lodging at resort hotels, vacation homes and condominiums; provision of conference exhibition and meeting facilities Class: 44 providing health spa services for health and wellness of the body and spirit
ROYALE PALMS	U.S. Federal	3341336	Class: 36 real estate services, namely, rental of vacation homes, resort properties, and condominiums; providing online listing services for real estate, namely, resort property, vacation homes, and condominiums for rental and sale Class: 43 rental of hotel rooms, and booking and reservation services for resort hotels, vacation homes and condominiums
	U.S. Federal	3349893	Class: 36 real estate services, namely, rental of vacation homes, resort properties, hotels and condominiums; providing online listing services for real estate, namely, resort property, vacation homes and condominiums for rental and sale Class: 43 travel agency services, namely, booking and reservation services for resort hotels, vacation homes and condominiums

Mark	Jurisdiction	Reg. No.	Class/Goods/Services
ROYALE PALMS AT KINGSTON SHORES	U.S. Federal	3363326	Class: 36 real estate services, namely, rental of vacation homes, resort properties, and condominiums; providing online listing services for real estate, namely, resort property, vacation homes, and condominiums for rental and sale Class: 43 rental of hotel rooms, and booking and reservation services for resort hotels, vacation homes and condominiums
KINGSTON SHORES	U.S. Federal	3390794	Class: 36 real estate services, namely, rental of vacation homes, resort properties, and condominiums; providing online listing services for real estate, namely, resort property, vacation homes, and condominiums for rental and sale Class: 43 rental of hotel rooms, and booking and reservation services for resort hotels, vacation homes and condominiums; provision of conference, exhibition and meeting facilities
KINGSTONE SHORES and Design	U.S. Federal	3390793	Class: 36 real estate services, namely, rental of vacation homes, resort properties, and condominiums; providing online listing services for real estate, namely, resort property, vacation homes and condominiums for rental and sale Class: 43 rental of hotel rooms, and booking and reservation services for resort hotels, vacation homes and condominiums; provision of conference, exhibition and meeting facilities
78FITNESS	U.S. Federal	5681249	Class: 41 health club services, namely, providing fitness and exercise facilities; instruction services, namely, instruction in the field of health and physical fitness Class: 44 providing health spa services for health and wellness of the body and spirit
SPA33	U.S. Federal	5681250	Class: 41 health club services, namely, providing fitness and exercise facilities; instruction services, namely, instruction in the field of health and physical fitness Class: 44 providing health spa services for health and wellness of the body and spirit
THE LANDING AT KINGSTON PLANTATION	U.S. Federal	5675912	Class: 41 health club services, namely, providing fitness and exercise facilities; instruction services, namely, instruction in the field of health and physical fitness Class: 44 providing health spa services for health and wellness of the body and spirit
THE LANDING SPA & FITNESS CENTER	U.S. Federal	5675911	Class: 41 health club services, namely, providing fitness and exercise facilities; instruction services, namely, instruction in the field of health and physical fitness Class: 44 providing health spa services for health and wellness of the body and spirit

Mark	Jurisdiction	Reg. No.	Class/Goods/Services
	U.S. Federal	5675947	Class: 41 health club services, namely, providing fitness and exercise facilities; instruction services, namely, instruction in the field of health and physical fitness Class: 44 providing health spa services for health and wellness of the body and spirit