

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/14/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CV Ranch , L.P.		03/14/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Carmel Valley Mortgage Borrower L.L.C.
Street Address:	345 Park Avenue 31st floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2002081	CARMEL VALLEY RANCH

**CORRESPONDENCE DATA**

Fax Number: (305)416-3190  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 305-416-3180  
 Email: ag@lydeckerlaw.com  
 Correspondent Name: Deborah A. Lee-Serafini, Esq.  
 Address Line 1: 1201 Brickell Avenue Suite 200  
 Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Deborah A. Lee-Serafini, Esq.
Signature:	/deborahlee/
Date:	03/14/2006

CH \$40.00 2002081

**Total Attachments: 6**

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## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 31, 2005 (this "Assignment Agreement") between Wyndham International, Inc., a Delaware corporation ("Assignor") and Golden Door Licensor L.L.C., a Delaware limited liability company ("Assignee").

### **Background**

A. Wyndham International, Inc., a Delaware corporation, is the holder of all right, title and interest in and to the trade names and service marks "Golden Door" and "Golden Door Spa", and all other trade names, trademarks and service marks set forth on Exhibit A hereto (collectively, the "Trademarks")

C. Assignor desires to transfer all of its right, title and interest in and to the Trademarks to Assignee.

### **Assignment and Assumption**

In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to the Trademarks.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, the Trademarks.

Assignee hereby assumes all of Assignor's right, title and interest in and to the Trademarks from and after the date hereof.

This Assignment Agreement is made without representation or warranty.

This Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New York.

This Assignment Agreement and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment Agreement to produce or account for more than one such counterpart.

Nothing expressed or implied in this Assignment Agreement is intended to confer upon any person, other than Assignor and Assignee, or its or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment Agreement.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 31, 2005 (this "Assignment Agreement") between Wyndham International, Inc., a Delaware corporation ("Assignor") and Golden Door Licensor L.L.C., a Delaware limited liability company ("Assignee").

### Background

A. Wyndham International, Inc., a Delaware corporation, is the holder of all right, title and interest in and to the trade names and service marks "Golden Door" and "Golden Door Spa", and all other trade names, trademarks and service marks set forth on Exhibit A hereto (collectively, the "Trademarks")

C. Assignor desires to transfer all of its right, title and interest in and to the Trademarks to Assignee.

### Assignment and Assumption

In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to the Trademarks.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, the Trademarks.

Assignee hereby assumes all of Assignor's right, title and interest in and to the Trademarks from and after the date hereof.

This Assignment Agreement is made without representation or warranty.

This Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New York.

This Assignment Agreement and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.


This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment Agreement to produce or account for more than one such counterpart.

Nothing expressed or implied in this Assignment Agreement is intended to confer upon any person, other than Assignor and Assignee, or its or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the day first above written.

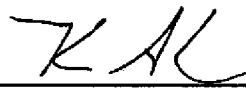
ASSIGNOR:

Wyndham International, Inc., a Delaware corporation

By:   
Name:  
Title:

ASSIGNEE:

Golden Door Licensor L.L.C., a Delaware limited liability company

By:   
Name:  
Title:

**Exhibit A**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 31, 2005 (this "Assignment Agreement") between CV Ranch, L.P., a Delaware limited partnership ("Assignor") and Carmel Valley Mortgage Borrower L.L.C., a Delaware limited liability company ("Assignee").

### Background

A. CV Ranch, L.P., a Delaware limited partnership, is the holder of all right, title and interest in and to the trade names and service marks "Carmel Valley Ranch" and "Carmel Valley Ranch and Resort" (collectively, the "Trademarks").

C. Assignor desires to transfer all of its right, title and interest in and to the Trademarks to Assignee.

### Assignment and Assumption

In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to the Trademarks.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, the Trademarks.

Assignee hereby assumes all of Assignor's right, title and interest in and to the Trademarks from and after the date hereof.

This Assignment Agreement is made without representation or warranty.

This Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New York.

This Assignment Agreement and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment Agreement to produce or account for more than one such counterpart.

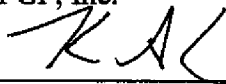
Nothing expressed or implied in this Assignment Agreement is intended to confer upon any person, other than Assignor and Assignee, or its or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the day first above written.

ASSIGNOR:


CV Ranch, L.P.

By: PAH GP, Inc.

By:   
Name:  
Title:

ASSIGNEE:

Carmel Valley Mortgage Borrower L.L.C., a  
Delaware limited liability company

By:   
Name:  
Title: