

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Trademark and Domain Name Assignment Agreement																														
CONVEYING PARTY DATA																															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:30%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>W2007 La Costa Resort Co., LLC</td> <td>FORMERLY KSL La Costa Resort Co., LLC</td> <td>03/15/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>W2007 La Costa TRS Lessee, LLC</td> <td></td> <td>03/15/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>W2007 La Costa Mezz, LLC</td> <td>FORMERLY KSL La Costa Mezz, LLC</td> <td>03/15/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>W2007 La Costa TRS Holdco, LLC</td> <td></td> <td>03/15/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	W2007 La Costa Resort Co., LLC	FORMERLY KSL La Costa Resort Co., LLC	03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE	W2007 La Costa TRS Lessee, LLC		03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE	W2007 La Costa Mezz, LLC	FORMERLY KSL La Costa Mezz, LLC	03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE	W2007 La Costa TRS Holdco, LLC		03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE										
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Registration Number:	2987181																														

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Registration Number:	3262489	LA COSTA RESORT VILLAS
Registration Number:	3306869	THE CLUB AT LA COSTA
Registration Number:	3306870	THE SPA AT LA COSTA

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	051809/0024
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/18/2010

Total Attachments: 9
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is made as of March ~~15~~, 2010, by and among W2007 LA COSTA RESORT CO., LLC, (formerly known as KSL La Costa Resort Co., LLC), a Delaware limited liability company ("Resort Co."), W2007 LA COSTA TRS LESSEE, LLC, a Delaware limited liability company, W2007 LA COSTA MEZZ, LLC, a Delaware limited liability company (formerly known as KSL La Costa Mezz, LLC), W2007 LA COSTA TRS HOLDCO, LLC, a Delaware limited liability company (the foregoing are each individually referred to herein as an "Assignor" and are collectively referred to herein as the "Assignors"), and FILLMORE LC INVESTMENT, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are referenced herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Resort Co. own certain rights, title and interests in or to the domain names, trademarks and related applications and registrations identified on Exhibit "A" hereto and in the goodwill of the business symbolized thereby and associated therewith, as well as applications and registrations of any of the foregoing (all of the foregoing is collectively referred to as the "Scheduled Domain Names and Scheduled Trademarks");

WHEREAS, Assignors own certain rights, title and interests in or to other domain name registrations, trade names, trademarks, service marks, trade dress, brand names, corporate names, logos and other source indicators used in connection with the promotion or operation of the Resort, as defined in the below-referenced Settlement Agreement, and in the goodwill of the business symbolized thereby and associated therewith, as well as applications and registrations of any of the foregoing (together with the Scheduled Domain Names and Scheduled Trademarks, collectively referred to as the "Domain Names and Trademarks");

WHEREAS, the Parties have entered into that certain Settlement and Deed-In-Lieu Agreement, dated of even date herewith (the "Settlement Agreement");

WHEREAS, in connection with the Settlement Agreement, Assignors desire to sell, assign, transfer, convey and deliver to Assignee, all of Assignors' rights, title and interests in and to the Domain Names and Trademarks, and Assignee desires to accept and receive such rights, title and interests to the Domain Names and Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth in this Assignment and the Settlement Agreement, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Scheduled Domain Names and Scheduled Trademarks. Resort Co. hereby sells, assigns, transfers, conveys and delivers to Assignee, without representation, warranty or recourse except as set forth in the Settlement Agreement, in perpetuity all of (a) Resort Co.'s rights, title and interests in and to the Scheduled Domain Names and Scheduled

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

Trademarks, including without limitation any and all foreign registrations or other rights therein, (b) all rights to sue at law or in equity for any infringement or other unauthorized use of or other violations of the Scheduled Domain Names or Scheduled Trademarks occurring prior to the date hereof, including the right to receive all proceeds and damages therefrom, (c) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Scheduled Domain Names or Scheduled Trademarks, and (d) any and all rights corresponding thereto throughout the world.

2. Assignment of Other Domain Names and Trademarks. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, without representation, warranty or recourse except as set forth in the Settlement Agreement, in perpetuity all of (a) Assignors' rights, title and interests in and to the Domain Names and Trademarks other than the Scheduled Domain Names and Scheduled Trademarks, including without limitation any and all foreign registrations or other rights therein, (b) all rights to sue at law or in equity for any infringement or other unauthorized use of or other violations of the Domain Names or Trademarks other than the Scheduled Domain Names and Scheduled Trademarks occurring prior to the date hereof, including the right to receive all proceeds and damages therefrom, (c) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Domain Names or Trademarks other than the Scheduled Domain Names and Scheduled Trademarks, and (d) any and all rights corresponding thereto throughout the world.

3. Acknowledgment. Assignors hereby acknowledge that all domain name registrations and trade names, trademarks, service marks, trade dress, brand names, corporate names, logos and other source indicators used in connection with the promotion or operation of the Resort, whether unregistered or registered before or after the Closing (as defined in the Settlement Agreement), and any and all rights therein and thereto shall be the sole property of Assignee. In the event that an Assignor or Assignee discovers that an Assignor owns or controls any such domain name registration, trademark or other source designation that is not assigned in Section 1 or Section 2 of this Assignment, such Assignor shall, without the payment of any additional compensation but at the sole cost and expense of Assignee: (a) reasonably promptly sell, assign, transfer, convey and deliver to Assignee all of its rights, title and interests in any such domain name registration, trademark or other source designation, including any associated goodwill therein, (b) reasonably assist Assignee in transferring control of any such domain name registration to Assignee, or its designee, and shall authorize the transfer of the domain name registration from such Assignor's present registrar to the Assignee's designated registrar or account, and (c) execute and deliver to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully sell, assign, transfer, convey and deliver to and do any such reasonable act to protect, secure and vest in Assignee all such rights, title and interest in and to the Domain Names and Trademarks.

4. General Terms.

(a) Except as otherwise expressly provided herein, this Assignment constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, agreements and negotiations between the Parties with respect to the transactions contemplated hereby.

(b) This Assignment and all documents referred to herein shall be governed by, enforced under and construed and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of law.

(c) This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed for all purposes to be one agreement.

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the date set forth above.

ASSIGNORS:

W2007 LA COSTA RESORT CO., LLC

By: W2007 La Costa Mezz, LLC, its managing member

By: W2007 La Costa Parent, LLC, its managing member

By: W2007 La Costa Resort Parent Holdco, LLC,
its managing member

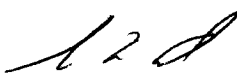
By: W2007 La Costa Corporation, its
managing member

By: 
Name: STEVEN ANGEL
Title: VICE PRESIDENT

W2007 LA COSTA TRS LESSEE, LLC

By: W2007 La Costa TRS Holdco, LLC, its sole equity
member

By: W2007 La Costa Corporation, its sole equity member

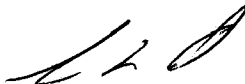
By: 
Name: STEVEN ANGEL
Title: VICE PRESIDENT

W2007 LA COSTA MEZZ, LLC

By: W2007 La Costa Parent, LLC, its managing member


By: W2007 La Costa Resort Parent Holdco, LLC,
its managing member

By: W2007 La Costa Corporation, its
managing member

By: 
Name: STEVEN ANGEL
Title: VICE PRESIDENT

W2007 LA COSTA TRS HOLDCO, LLC

By: W2007 La Costa Corporation, its sole equity member

By: 
Name: STEVEN ANGEL
Title: VICE PRESIDENT

ASSIGNEE:

FILLMORE LC INVESTMENT, LLC

By: _____
Name: _____
Title: _____

W2007 LA COSTA MEZZ, LLC

By: W2007 La Costa Parent, LLC, its managing member

By: W2007 La Costa Resort Parent Holdco, LLC,
its managing member

By: W2007 La Costa Corporation, its
managing member

By: _____
Name: _____
Title: _____

W2007 LA COSTA TRS HOLDCO, LLC

By: W2007 La Costa Corporation, its sole equity member

By: _____
Name: _____
Title: _____

ASSIGNEE:

FILLMORE LC INVESTMENT, LLC

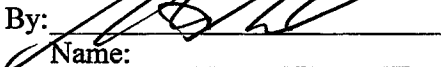
By:  _____
Name: _____
Title: _____

EXHIBIT "A"
TRADEMARKS AND DOMAIN NAMES

U.S. Federal Trademark Applications/Registrations

Serial No.	Reg. No.	Mark	Record Owner
73808845	1616126	TOURNAMENT OF CHAMPIONS	W2007 LA COSTA RESORT CO., LLC
76116716	2606707	LA COSTA	W2007 LA COSTA RESORT CO., LLC
76116717	2575474	LA COSTA	W2007 LA COSTA RESORT CO., LLC
76131625	2597128	LA COSTA RESORT AND SPA	W2007 LA COSTA RESORT CO., LLC
76131626	2962716	LA COSTA RESORT AND SPA	W2007 LA COSTA RESORT CO., LLC
76140013	2641786	THE LA COSTA RESORT & SPA	W2007 LA COSTA RESORT CO., LLC
77859713	n/a		W2007 LA COSTA RESORT CO., LLC
78256530	2987180		W2007 LA COSTA RESORT CO., LLC
78256531	2987181		W2007 LA COSTA RESORT CO., LLC
78627077	3262489	LA COSTA RESORT VILLAS	W2007 LA COSTA RESORT CO., LLC
78859785	3306869		W2007 LA COSTA RESORT CO., LLC
78859814	3306870		W2007 LA COSTA RESORT CO., LLC

Foreign Trademark Applications/Registrations

Country	Reg. No.	Mark	Owner
Japan	2348526	THE LA COSTA SPA	W2007 LA COSTA RESORT CO., LLC
France	92418048	La Costa Resort & Spa (with design)	W2007 LA COSTA RESORT CO., LLC
Germany	2105940	La Costa Resort & Spa (with design)	W2007 LA COSTA RESORT CO., LLC
Japan	2482595	THE LA COSTA SPA	W2007 LA COSTA RESORT CO., LLC
Japan	2534869	THE LA COSTA SPA	W2007 LA COSTA RESORT CO., LLC
Mexico	518664	La Costa Institute for Lifestyle Management (with design)	W2007 LA COSTA RESORT CO., LLC
Mexico	518662	La Costa Resort & Spa (with design)	W2007 LA COSTA RESORT CO., LLC
Mexico	518242	La Costa Resort & Spa (with design)	W2007 LA COSTA RESORT CO., LLC
Mexico	518663	La Costa Life Fitness (with design)	W2007 LA COSTA RESORT CO., LLC
Japan	2240213	LC (and design)	W2007 LA COSTA RESORT CO., LLC
Japan	4235108	LC (and design)	W2007 LA COSTA RESORT CO., LLC
Japan	223819	LC (and design)	W2007 LA COSTA RESORT CO., LLC
Japan	2297435	LC (and design)	W2007 LA COSTA RESORT CO., LLC
Japan	4305503	LC (and design)	W2007 LA COSTA RESORT CO., LLC
Japan	4314339	LC (and design)	W2007 LA COSTA RESORT CO., LLC

Domain Names

Domain Name	Current Expiration Date	Record Owner
lacostreresort.com	May 29, 2010	W2007 La Costa Resort Co. LLC
encinitasbeachresort.com	September 17, 2010	W2007 La Costa Resort Co. LLC
encinitasbeachclub.com	March 1, 2011	W2007 La Costa Resort Co. LLC
golflacosta.com	September 17, 2010	W2007 La Costa Resort Co. LLC
lacosta.com	February 15, 2015	W2007 La Costa Resort Co. LLC
lacostabeachclub.com	March 1, 2011	W2007 La Costa Resort Co. LLC
lacostabeachhotel.com	March 1, 2011	W2007 La Costa Resort Co. LLC
lacostaresortandspa.com	September 17, 2010	W2007 La Costa Resort Co. LLC
lacostaresort.com	September 17, 2010	W2007 La Costa Resort Co. LLC

lacostaresortvillas.com	October 27, 2010	W2007 La Costa Resort Co. LLC
lacostashops.com	March 6, 2011	W2007 La Costa Resort Co. LLC
lacostalifestyles.com	March 23, 2010	W2007 La Costa Resort Co. LLC
lacostagolfinsider.com	February 6, 2011	W2007 La Costa Resort Co. LLC
shoplacosta.com	May 7, 2010	W2007 La Costa Resort Co. LLC
dinebluefire.com	January 13, 2016	W2007 La Costa Resort Co. LLC
lacostagolfacademy.com	November 4, 2010	W2007 La Costa Resort Co. LLC

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