

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fillmore BC, Inc.		11/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	German American Capital Corporation		
Street Address:	60 Wall Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2375038	BARTON CREEK	
Registration Number:	3607965	8212 WINE BAR & GRILL	
Serial Number:	85082626	BARTON CREEK RESORT & SPA	
Serial Number:	85023167	THREE SPRINGS	
Serial Number:	77955971	ELIZA'S	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 350-7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	81025.00175		

CH \$140.00 2375038

900179763

**TRADEMARK
 REEL: 004441 FRAME: 0097**

NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	12/27/2010
Total Attachments: 8 source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page1.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page2.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page3.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page4.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page5.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page6.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page7.tif source=Fillmore BC, Inc.- Trademark Security Agreement_00000001#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 30, 2010, is entered into by FILLMORE BC, INC., a Delaware corporation, having an office at having an address at 100 Fillmore Street, Suite 600, Denver, Colorado 80206 ("**Assignor**"), to GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation (together with its successors and assigns, "**Assignee**"), having an address at 60 Wall Street, 10th Floor, New York, New York 10005.

WHEREAS, BARTON CREEK RESORT, LLC, a Delaware limited liability company ("**Borrower**"), is the owner of certain real property commonly known as Barton Creek Resort and Spa and located in Austin, Texas and Spicewood, Texas (the "**Property**");

WHEREAS, on the date hereof, Assignee is making a loan to Borrower in the maximum principal amount of up to \$93,000,000.00 (the "**Loan**") pursuant to that certain Loan and Security Agreement, dated as of the date hereof (the "**Loan Agreement**") between Borrower and Assignee, which Loan is evidenced by that certain Note, dated as of the date hereof (as the same may be amended and supplemented from time to time, the "**Note**"), made by Borrower in favor of Assignee and secured by that certain Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents, Hotel Revenues and Security Deposits, dated as of the date hereof (as the same may be amended and supplemented from time to time, the "**Security Instrument**"), from Borrower and Operating Lessee to Assignee and the other Loan Documents (as defined in the Loan Agreement). Capitalized terms not otherwise defined herein have the meanings set forth in the Loan Agreement.

WHEREAS, Assignor is an Affiliate of Borrower which will derive substantial benefits from Lender making the Loan to Borrower.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

Assignor hereby pledges, assigns, transfers, delivers and grants to Assignee a security interest in, and continuing lien on, all of Assignor's right, title, and interest in and to, and under the following, in each case, whether now owned or existing, or hereafter acquired or arising, and whenever located (all of which being hereafter referred to as the "**Trademarks Collateral**") as security for payment of all sums due in respect of the Loan and the performance of all other terms, conditions and covenants of this Agreement and any other Loan Document on Borrower's part to be paid and performed: all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, including, but not limited to those referred to in **Schedule B** hereto, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including,

but not limited to, the registrations and applications referred to in Schedule A hereto, (ii) the goodwill of the business symbolized thereby, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof.

2. Representations and Warranties

Assignor hereby represents and warrants to Assignee that:

(a) Upon the filing of a UCC financing statements naming the Assignor as “debtor” and the Assignee as “secured party” and describing the Trademark Collateral in the Delaware Secretary of State’s Office and the recording of the Trademark Security Agreement in the form set forth in the U.S. Patent and Trademark Office within three (3) months of the date hereof, against the Trademarks, registrations, and applications included in the Trademark Collateral, the security interests granted to the Assignee hereunder constitute valid and perfected first priority Liens;

(b) Schedule A sets forth a true and complete list of all United States, states registrations of and applications for Trademarks owned by Assignor;

(c) It is the sole and exclusive owner of the entire right, title, and interest in and to all Trademarks on Schedule A, free and clear of all Liens, claims, encumbrances and material licenses, granted by Assignor;

(d) Assignor is a corporation, and has been duly organized and is validly existing and in good standing pursuant to the laws of the State of Delaware with requisite power and authority to own its properties and to transact the businesses in which it is now engaged. Assignor has duly qualified to do business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its properties, businesses and operations. Assignor possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged. There are no arbitration proceedings, governmental investigations, actions, suits or proceedings at law or in equity by or before any Governmental Authority now pending or threatened against or affecting Assignor which, if determined against Assignor, would have a Material Adverse Effect; and

(e) Assignor has full power to and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by, or on behalf of Assignor and constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3. Covenants and Agreements

Assignor hereby covenants and agrees as follows:

(a) Assignor shall not do any act or omit to do any act whereby any of the Trademarks may lapse, or become abandoned, dedicated to the public, or unenforceable.

(b) upon written demand from the Assignee following an Event of Default, Assignor shall assign, convey or otherwise transfer to the Assignee all of Assignor's right, title and interest in and to the Trademarks and shall execute and deliver to the Assignee such documents as are necessary to effectuate and record such assignment, conveyance, or transfer of, or other evidence of foreclosure upon, such Trademarks;

(c) in the event of any assignment, conveyance or other transfer of any of the Trademarks, the goodwill symbolized by any such Trademarks shall be included in such sale or transfer.

4. Termination of Agreement

When the Obligations have been paid in full, and the commitments and any other contingent obligations included in the Obligations have been cancelled or terminated, the security interest and continuing lien granted hereby shall terminate, and all rights, title, and interest in, to, and under the Trademark Collateral shall revert and be deemed reassigned to Assignor. Upon any such termination, the Assignor shall, at the Assignee's request and expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination, reversion and/or reassignment, without recourse, representation, or warranty of any kind.

5. Remedies

The remedies set forth in Sections 9.7 through 9.10 of the Loan Agreement with respect to the Rate Cap Collateral are incorporated herein by reference with respect to the Trademark Collateral as if restated herein in full.

6. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN A DIFFERENT GOVERNING LAW.

7. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

8. Further Assurances

Assignor hereby authorizes Assignee to file, from time to time, at Assignor's sole cost and expense, such UCC financing statements in all applicable recording offices of each applicable jurisdiction, as Assignee deems required to perfect and maintain the first priority security interest of Assignee in the Trademarks Collateral. In addition, Assignor shall, at Assignor's sole cost and expense, from time to time as reasonably requested by Assignee, execute, acknowledge, record, register, file and/or deliver to Assignee such other instruments, agreements, certificates and documents (including UCC financing statements) as Assignee may reasonably request to evidence, confirm, perfect and maintain the liens granted or required to be granted to Assignee by this Agreement, and shall fully cooperate with Assignee and perform all additional acts which are necessary to effect the purposes of the foregoing.

9. Filing of Financing Statements Authorized

Assignor hereby authorizes the filing of a form UCC-1 financing statement naming the Assignor as debtor and the Assignee as secured party in any office (including the office of the Secretary of State of the State of Delaware) covering all property of the Assignees (including, but not limited to, the Trademarks Collateral).

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IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers duly authorized-as of the date first above written.

ASSIGNOR:

FILLMORE BC, INC.,
a Delaware corporation

By: 

Name: Steven S. Siegel

Title: COO, VP and Secretary

ASSIGNEE:

GERMAN AMERICAN CAPITAL
CORPORATION, a Maryland corporation

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature Page - Trademark Security Agreement

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TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers duly authorized-as of the date first above written.


ASSIGNOR:

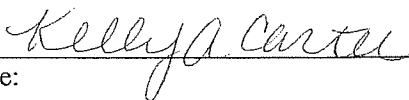
FILLMORE BC, INC.,
a Delaware corporation

By: _____
Name:
Title:

ASSIGNEE:

GERMAN AMERICAN CAPITAL
CORPORATION, a Maryland corporation

By:  _____
Name:
Title: *Managing Director*

By:  _____
Name:
Title:

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SCHEDULE A

U.S TRADEMARK APPLICATIONS & REGISTRATIONS

Serial No.	Reg. No.	Mark	Record Owner
75756298	2375038	BARTON CREEK	BARTON CREEK RESORTS & CLUB, INC.
77583341	3607965	8212 WINE BAR & GRILL	BARTON CREEK RESORTS & CLUB, INC.
85082626	PENDING	BARTON CREEK RESORT & SPA	BARTON CREEK RESORTS & CLUB, INC
85023167	PENDING	THREE SPRINGS	BARTON CREEK RESORTS & CLUB, INC.
77955971	PENDING	ELIZA'S	BARTON CREEK RESORTS & CLUB, INC.

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SCHEDULE B

Domain Name	Current Expiration Date	Record Owner
bartoncreek.com	March 15, 2016	Fillmore BC, Inc.
threespringsspa.com	May 25, 2012	Fillmore BC, Inc.
3springsspa.com	May 25, 2012	Fillmore BC, Inc.
BartonCreek.mobi	October 22, 2012	Fillmore BC, Inc.
BartonCreekMembers.mobi	October 22, 2012	Fillmore BC, Inc.
BartonCreekResort.mobi	October 22, 2012	Fillmore BC, Inc.
BartonCreekMembers.com	December 29, 2013	Fillmore BC, Inc.
EnjoyBartonCreek.com	January 13, 2012	Fillmore BC, Inc.

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