

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI426600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRE TURTLE BAY RESORT LLC		07/31/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	NORTH SHORE BAY OWNER LLC		
Street Address:	c/o Host Hotels & Resorts, Inc.		
Internal Address:	4747 Bethesda Avenue, Suite 1300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6420886	ALAIA	
Registration Number:	2865448	TURTLE BAY RESORT	
Registration Number:	3002995	OCEAN VILLAS AT TURTLE BAY RESORT	
Registration Number:	2943124	TURTLE BAY RESORT	
Registration Number:	2837438	TURTLE BAY RESORT	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	2029426989		
Email:	john.rynkiewicz@arnoldporter.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	0013682/00210		
NAME OF SUBMITTER:	JOHN RYNKIEWICZ		
SIGNATURE:	JOHN RYNKIEWICZ		
DATE SIGNED:	08/13/2024		

OP \$140.00.00 88724516

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of July 31, 2024, by BRE TURTLE BAY RESORT LLC, a Delaware limited liability company (“**Seller**”), and NORTH SHORE BAY OWNER LLC, a Delaware limited liability company (“**Buyer**”). All capitalized terms used herein and not otherwise defined shall have the meanings specified in that certain Agreement of Purchase and Sale dated as of May 20, 2024, by and between Seller and Host Hotels & Resorts, L.P., a Delaware limited partnership (as the same may be amended, assigned, modified or supplemented from time to time, the “**Purchase Agreement**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, any and all of the Seller’s right, title and interest in and to any logos, marks, trade names, derivations, slogans and other source indicators (i) containing the term “TURTLE BAY” and “TURTLE BAY RESORT” or (ii) used in connection with the Property (collectively, the “**Trademarks**”), including without limitation, the Trademarks set forth on Exhibit A hereto, together with:

1. All goodwill associated therewith, and all common law rights related thereto;
2. All rights, claims, credits, judgments, remedies, choses in action, rights under express or implied warranties from suppliers, causes of action, rights of recovery, interests in or claims, rebates, refunds or payments from or against vendors, rights of set-off, or rights to sue for past, present or future infringement against third parties to the extent arising out of, relating to or in respect of the foregoing; and
3. All rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the foregoing, and all rights corresponding thereto throughout the world.

The above assignment by Seller to Buyer of all right, title and interest of Seller in and to the foregoing is made without any warranty or recourse, other than as set forth in the Purchase Agreement, including any implied warranty of merchantability, fitness for any ordinary use, or fitness for any intended use or particular purpose; it being understood that, other than as set forth in the Purchase Agreement, Buyer takes the Trademarks “as is” and “where is”.

Seller hereby covenants and agrees that it will execute and deliver such documents reasonably requested by Buyer as may be necessary to evidence and effect the sale, assignment, transfer and conveyance of the foregoing to Buyer.

This Assignment is given pursuant to the terms and conditions of the Purchase Agreement, and is intended to convey fully the rights and interests required thereby to be conveyed with respect to the Trademarks being assigned to Buyer hereunder.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original

signatures for purposes of this Assignment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then, in that event, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including, without limitation, reasonable attorneys' fees.


This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Hawai'i.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Assignment to be executed as of the day and year first written above.

SELLER:

BRE TURTLE BAY RESORT LLC, a Delaware limited liability company

By:  _____

Name: Matthew Vizza

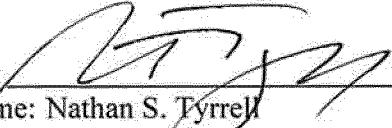
Title: Managing Director and Vice President

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 008545 FRAME: 0794

BUYER:

NORTH SHORE BAY OWNER LLC, a
Delaware limited liability company









By: 
Name: Nathan S. Tyrrell
Its: Manager

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 008545 FRAME: 0795

EXHIBIT A




Trademarks

Mark/Brand	Logo	Registered Y/N
The Ocean Bungalows		N
The Ocean Bungalows at Turtle Bay Resort		N
Ocean Club Lounge		N
Nalu Spa at Turtle Bay		N
Nalu Spa at Turtle Bay Resort		N
Kuilima Farm North Shore Hawai'i		N
Kuilima Farm at Turtle Bay Resort		N
The Guidepost at Turtle Bay		N







[Exhibit A to Assignment of Trademarks]

Mark/Brand	Logo	Registered Y/N
Turtle Bay Stables		N
The Shop		N
Breeze		N
Watershed		N
Surf House		N
Alaia - Registered as Word Mark (not stylized)		Yes. Registration No. 6420886 (USPTO)
Off the Lip		N
Sunset at Turtle Bay		N
Ho'olana		N





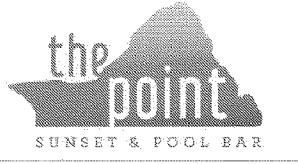

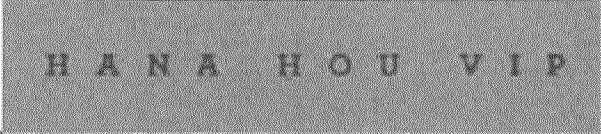
[Exhibit A to Assignment of Trademarks]

Mark/Brand	Logo	Registered Y/N
Turtle Bay Golf		N
Turtle Bay Golf		N
Pitch n' Putt at Turtle Bay		N
Turtle Bay Resort		Yes Registration No. 2865448 (USPTO)
Turtle Bay Oahu's Fables North Shore		N
Turtle Bay Academy	Words Only	N
The Shop at Turtle Bay	Words Only	N
The Palmer Course at Turtle Bay	Words Only	N
The Fazio Course at Turtle Bay	Words Only	N
GUIDEPOST - The Turtle Bay Experience Center		N


[Exhibit A to Assignment of Trademarks]

Mark/Brand	Logo	Registered Y/N
The Ocean Villas - THE LUXURY of SPACE		N
Ocean Villas at Turtle Bay Resort		Yes. Registration No. 3002995 (USPTO)
Turtle Bay		N
Turtle Bay		N
Turtle Bay		N
The Beach Cottages		N

[Exhibit A to Assignment of Trademarks]

Mark/Brand	Logo	Registered Y/N
Turtle Bay		N
Turtle Bay		N
Turtle Bay Resort (Word Mark Only)		Yes. Registration No. 2943124 (USPTO)
Turtle Bay Resort (Word Mark Only)		Yes. Registration No. 2837438 (USPTO)
The Point		N
The Vista Level		N
Hana Hou VIP Membership		N

[Exhibit A to Assignment of Trademarks]

Mark/Brand	Logo	Registered Y/N
Turtle Bay Open presented by Oakley	 The logo for the Turtle Bay Open golf tournament. It features a dark background with a white outline of the Hawaiian Islands in the upper right. The text 'TURTLE BAY' is in large, bold, white capital letters, with 'OPEN' below it in a similar font. A stylized white golf ball is positioned between 'TURTLE BAY' and 'OPEN'. At the bottom, it says 'Presented by' followed by the Oakley logo.	N

[Exhibit A to Assignment of Trademarks]