

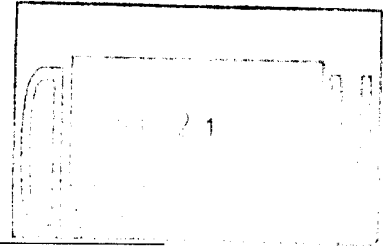
08-28-1998



100809595

United States Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET
Trademark



1. Conveying parties: Jack Kent Cooke Incorporated ("JKCI")
a Nevada corporation
Kent Farms
Middleburg, Virginia 20117
- CB Realty, Inc. ("CB")
A Delaware corporation
Kent Farms
Middleburg, Virginia 20117
- Chrysler Properties, Inc. ("CPI")
(f/k/a JKC Realty, Inc. and Cooke Properties, Inc.)
a California corporation
Kent Farms
Middleburg, Virginia 20117
- Chrysler Buildings of New York, Inc. ("CBNY")
A Delaware corporation
Kent Farms
Middleburg, Virginia 20117
2. Receiving party: 405 Lexington, L.L.C.
a Delaware limited liability company
520 Madison Avenue
New York, NY 10022

Form of domestic representative attached? Not applicable

3. Nature of conveyance: Assignment
- Execution date: January 23, 1998
4. Registration Number(s): 1,126,888
5. Mail all correspondence regarding this recordation to: 1
6. Total Number of properties involved: 1

Keri A. Christ, Esq.
Milbank, Tweed, Hadley & McCloy
1 Chase Manhattan Plaza
New York, New York 10005

TRADEMARK
REEL: 1773 FRAME: 0199

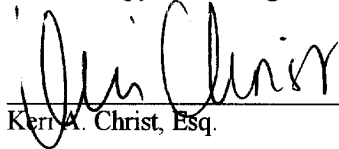
08/26/1998 TTOK11 00000171 133250 1126000
01 FC:401 40.00 CH

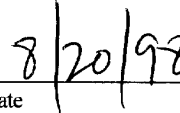
7. Total Fee (37 CFR 3.41): \$40.00

The applicable filing fee may be charged to deposit account.

8. Deposit Account No.: 13-3250

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Kerr A. Christ, Esq.


Date

Total Number of pages including cover sheet: 18

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this "Assignment") is made as of the ^{January W&W} 23rd day of ~~May~~, 1998, by and among JACK KENT COOKE INCORPORATED, a Nevada corporation having an address at Kent Farms, Middleburg, Virginia 20117 (^{W&W} "JKCI"), CB REALTY, INC., a Delaware corporation having an address at Kent Farms, Middleburg, Virginia 20117 (^{W&W} "CB"), CHRYSLER PROPERTIES, INC. (f/k/a JKC Realty, Inc. and Cooke Properties, Inc.), a California corporation having an address at Kent Farms, Middleburg, Virginia 20117 ("CPI"), and CHRYSLER BUILDINGS OF NEW YORK, INC., a Delaware corporation having an address at Kent Farms, Middleburg, Virginia 20117 (^{W&W} "CBNY") (JKCI, CB, CPI and CBNY hereinafter referred to collectively as "Assignors") and 405 LEXINGTON, L.L.C., a Delaware limited liability company having an address at 520 Madison Avenue, New York, New York 10022 ("Assignee").

RECITALS

WHEREAS, (a) CPI and Assignee entered into an Omnibus Assignment dated as of January 23, 1998 (the "Omnibus Assignment"), pursuant to which CPI assigned to Assignee all of its right, title and interest in, to and under all assets relating to the real property described in Schedule A attached hereto and the buildings and improvements located thereon (the "Property") and (b) Assignors and Assignee entered into an Indemnification and Transition Agreement dated as of January 23, 1998 (the "Transition Agreement"), pursuant to which each of Assignors agreed to assign and transfer to Assignee all images, trademarks and other

intellectual property associated with the Property or any portion thereof, including, without limitation, the Chrysler Building, which are owned by such Assignors;

WHEREAS, pursuant to the terms of the Omnibus Agreement and the Transition Agreement, Assignors desire to transfer and assign to Assignee all of their right, title, and interest in, to and under any and all copyrights, patents, trademarks, service marks, trade dress, corporate and trade names, Internet domain and access names, images and other intellectual property associated with the Property or any portion thereof, including, without limitation, the Chrysler Building, the Cloud Club and the Cloud Suite, and any embodiment of the foregoing in a tangible form, which are owned by Assignors (collectively, the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire all of Assignors' right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' right, title and interest in and to the Intellectual Property, if any, including, without limitation:

- a. all worldwide copyrights, copyright applications and registrations, any extensions, renewals and reissues thereof and all rights under copyright pertaining thereto in the United States and any country or countries foreign to the United States, including, without limitation, all copyright applications and registrations identified in Schedule B;

- b. (i) all inventions and equivalents, and all patents which may be granted thereon and all extensions, renewals and reissues thereof, including, without limitation, all patents and patent applications identified in Schedule B; (ii) all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have been or shall be filed hereafter in the United States or any country or countries foreign to the United States based on or derived from the Intellectual Property, and any of the inventions and equivalents, and improvements thereof, together with the right to file any such application and the right to claim for the same, the priority rights derived therefrom under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and (iii) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the inventions and equivalents, and improvements thereof in the United States and any country or countries foreign to the United States and all extensions, renewals and reissues thereof;
- c. any and all trademarks, service marks, trade dress, corporate and trade names, Internet domain and access name rights and rights to images of the

Property and any applications or registrations therefor in the United States and any country or countries foreign to the United States, including, without limitation, (i) all applications, registrations and rights with respect to any trademarks, service marks, trade dress, corporate and trade names, Internet domain and access names and images of the Property identified in Schedule B, and the goodwill associated therewith and symbolized thereby and (ii) any renewals and extensions of the registrations that are or may be secured under the laws of the United States and any country or countries foreign to the United States, now or hereinafter in effect, together with all income, royalties or payments due or payable with respect to the Intellectual Property as of the date hereof and hereafter;

- d. any and all embodiments of the Intellectual Property in a tangible form, including, without limitation, photographs, models, blueprints, displays, banners, signage and sculptures (which embodiments shall be delivered to Assignee by Assignors within three days of the date of this Assignment); and
- e. all rights to sue for infringement of the rights specified in Paragraph 1(a), Paragraph 1(b) and Paragraph 1(c), including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the

use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the Registrar of Copyrights and any official of any country or countries foreign to the United States, whose duty it is to issue patents or certificates of registration or other forms of intellectual or industrial property protection, to issue the same to Assignee, its successors, affiliates, assigns, and legal representatives, in accordance with the terms of this instrument.

3. Assignors shall deliver to Assignee within three days of the signing of this Assignment all files, documents, correspondence and other materials in any way relating to the protection, prosecution, infringement or registration of the Intellectual Property. Upon written request from Assignee and without further consideration, Assignors shall execute or cause to be executed all documents and instruments, and perform such actions, necessary or desirable to effectuate the intentions of Paragraph 1 and Paragraph 2 as may be required for Assignee to confirm, record or otherwise secure formally the rights granted to Assignee pursuant to this Assignment. In the case of Assignors' failure or refusal to do so, Assignee shall have the power and authority, as Assignors' attorney-in-fact, to execute, acknowledge and record such documents.

4. Assignors represent that (a) they have the full authority and right to enter into this Assignment, (b) Schedule B is a true and complete list of all applications, registrations

and other documented or recorded rights to the Intellectual Property and (c) all corporations, partnerships and other entities in which Assignors have an interest (individually or jointly), through which Assignors conduct business (individually or jointly) or which have an interest in Assignors (individually or jointly) have transferred and assigned all of their rights, title and interest in, to and under any and all copyrights, patents, trademarks, service marks, trade dress, corporate and trade names, Internet domain and access names, images and other intellectual property associated with the Property or any portion thereof, including, without limitation, the Chrysler Building, the Cloud Club and the Cloud Suite, and any embodiment of the foregoing in a tangible form. Assignors shall not challenge or contest Assignee's ownership or right to use any of the Intellectual Property or the validity of the Intellectual Property.

5. Assignors shall immediately cease, and shall cause any corporation, partnership or other entity in which Assignors have an interest (individually or jointly), through which Assignors conduct business (individually or jointly) or which have an interest in Assignors (individually or jointly) to cease, all use of the names "Chrysler," "Cloud Room," and "Cloud Suite" and images of the Property, or any confusingly similar name or image, as part of a trademark, service mark, corporate or trade name, Internet domain or access name or image in the United States or any country or countries foreign to the United States, including, without limitation, by changing existing corporate and trade names; provided, however, that CPI and CBNY may continue to use their current corporate names until December 31, 1998, solely as corporate names in connection with the winding up of their respective business operations.

6. This Assignment shall inure to the benefit of and shall be binding upon the

parties hereto and their respective successors, transferees and assigns.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors and Assignee have caused their duly authorized representatives to execute this Assignment as of the date and year first above written.

ASSIGNORS:

JACK KENT COOKE INCORPORATED

By: Wanda G Wisner
Name: Wanda G Wisner
Title: Vice President

STATE OF Virginia)
) SS.
COUNTY OF Fauquier)

On this 20 day of July, 1998, there appeared before me Wanda G Wisner, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

Susan Lake
Notary Public

My Comm. Expires 12/31 2001

CB REALTY, INC.

By: Wanda G Wisner
Name: Wanda G Wisner
Title: Vice President

STATE OF Virginia)
) SS.
COUNTY OF Fauquier)

On this 20 day of July, 1998, there appeared before me Wanda G Wisner, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

Jennifer Susan Loh
Notary Public

My Comm. exps. 12/31/2001

CHRYSLER PROPERTIES, INC.
(f/k/a JKC Realty, Inc. and
Cooke Properties, Inc.)

By: Wanda G Wisner
Name: Wanda G Wisner
Title: Vice President

STATE OF Virginia)
) SS.
COUNTY OF Fauquier)

On this 20 day of July, 1998, there appeared before me Wanda G Wisner, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

Jennifer Susan Loh
Notary Public

My Comm. exps. 12/31/2001

Chrysler Buildings of New York, Inc.

By: Wanda G Wisner
Name: Wanda G Wisner
Title: Vice President

STATE OF Virginia)
) SS.
COUNTY OF Fauquier)

On this 20 day of July, 1998, there appeared before me Wanda G Wisner, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

Janet Sison
Notary Public

My Comm. Expires 12/31/01

ASSIGNEE:

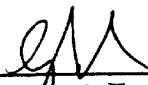
405 LEXINGTON, L.L.C.

By: Tishman Speyer/Travelers Real Estate
Venture, L.P., [REDACTED] member

By: Tishman Speyer/Travelers Associates, L.P.,
its sole general partner

By: TSCE Real Estate Venture, [REDACTED]
a general partner

By: TSCE Venture Corp.,
its sole general partner

By: 
Name: ANDREW J. NATHAN
Title: VICE PRESIDENT

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK

On this 2nd day of July, 1998, there appeared before me Andrew J. Nathan, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

ANDREW I. COHEN
Notary Public, State of New York
No. 31-4997584
Qualified in New York County
Commission Expires August 28, 2000


Notary Public

SCHEDULE A

Description of Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of 42nd Street with the easterly line of Lexington Avenue;

RUNNING THENCE northerly along the easterly side of Lexington Avenue, 200 feet 10 inches to the Southeastery corner of said Lexington Avenue and 43rd Street;

THENCE easterly along the southerly side of 43rd Street, 205 feet;

THENCE southerly and parallel with Lexington Avenue, 28 feet 7 inches;

THENCE in a Southwestery direction and along the center line of what was formerly known as Old Eastern Post Road and now closed by law, to the northerly line of 42nd Street; and

THENCE westerly along the northerly line of said 42nd Street, 167 feet 2 inches to the point or place of **BEGINNING**.

The said several dimensions being more or less.

Being the same premises conveyed to Cooper Union for the Advancement of Science and Art by Edward Cooper and others, dated by deed 3/3/1902 recorded in the New York County Register's Office on 2/9/1903 in Section 5 Liber 90 of Cq. 185, and being known by the Street Numbers 130-140 inclusive, East 43rd Street, 395 to 413 Lexington Avenue and 137 to 143 East 42nd Street, which premises are more particularly described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of 42nd Street with the easterly line of Lexington Avenue;

THENCE northerly along the easterly line of Lexington Avenue, 200 feet 10 inches to the Southeastery corner of said Lexington Avenue and 43rd Street;

THENCE easterly along the southerly side of 43rd Street, 205 feet;

THENCE southerly and parallel with Lexington Avenue, 28 feet 7 inches to the center line of what was formerly known as the Old Eastern Post Road and now closed by law, as shown on survey made by Earl B. Lovell, dated 8/16/28;

AS_NYLA03077.4

THENCE still southerly along the center line of what was formerly known as Old East Post Road as shown on said survey, which on its westerly side forms an angle of 165 degrees with said last mentioned course, 93 feet 9-1/4 inches;

THENCE still southerly and along the center line of what was formerly known as the Old Eastern Post Road, as shown on said survey, which on its westerly side forms an angle of 185 degrees 34 minutes 15 seconds with said last mentioned course, 82 feet 9-1/2 inches to the northerly side of 42nd Street at a point therein, distant 167 feet 2 inches from said easterly side of Lexington Avenue;

THENCE westerly and along said northerly side of 42nd Street, 167 feet 2 inches to the easterly side of Lexington Avenue, to the point or place of BEGINNING.

01_MYL210987.4

SCHEDULE B

**COPYRIGHT, TRADEMARK AND PATENT
APPLICATIONS AND REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG.NO.</u>	<u>REG.DATE</u>	<u>STATUS</u>
DESIGN ONLY (TOP OF CHRYSLER BUILDING)	1126888	11/20/79	SECTION 8 & 15 ACCEPTED AND ACKNOWLEDGED AS OF 8/28/85

MILBANK, TWEED, HADLEY & McCLOY

1 CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005-1413

212-530-5000

FAX: 212-530-5219

August 20, 1998

LOS ANGELES

213-892-4000

FAX: 213-629-5063

WASHINGTON, D. C.

202-835-7500

FAX: 202-835-7586

LONDON

44-171-448-3000

FAX: 44-171-448-3029

MOSCOW

7-501-258-5015

FAX: 7-501-258-5014

TOKYO

813-3504-1050

FAX: 813-3595-2790

HONG KONG

852-2971-4888

FAX: 852-2840-0792

SINGAPORE

65-534-1700

FAX: 65-534-2733

JAKARTA

CORRESPONDENT OFFICE

6221-252-1272

FAX: 6221-252-2750

Via Express Mail (Label No.: EE 208774642)

Hon. Commissioner of Patents and Trademarks

BOX ASSIGNMENTS - FEE

Washington, D.C. 20231

RE: United States – Recordation of Assignment
Intellectual Property Rights
Mark: Design (Top of Chrysler Building)
Reg. No.: 1,126,888
Conveying Parties: JKCI, CB, CPI and CBNY
Receiving Party: 405 Lexington, L.L.C.
(Our Ref.: 34987-00200)

Dear Sir or Madam:

On behalf of 405 Lexington, L.L.C., we submit the following in connection with the above-referenced matter:

1. A cover sheet requesting the recordation of a trademark assignment,
2. A copy of the Intellectual Property Rights Assignment executed on January 23, 1998 with Schedule A (Description Property) and Schedule B, and
3. A stamped self-addressed postcard.

Kindly date stamp and return the enclosed postcard to acknowledge receipt of the enclosures. The applicable filing fee may be charged to Deposit Account No. 13-3250.

Your assistance in this matter is greatly appreciated. If there is any questions, I may be reached at 212-530-5478.

Sincerely yours,



Doris Ka
Intellectual Property Coordinator

Enclosures

cc: Keri A. Christ, Esq.
Ms. Valerie Peltier
Andrew I. Cohen, Esq.

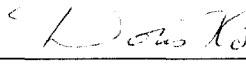
NY1:#3182446v1
08/20/98

TRADEMARK
REEL: 1773 FRAME: 0214

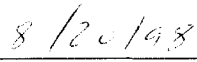
CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.10

Mark: Design (Top of Chrysler Building)
Registration Number: 1,126,888
Conveying Parties: JKCI, CB, CPI and CBNY
Receiving Party: 405 Lexington, L.L.C.
Execution Date: January 23, 1998
Number of property: 1
Express Mail Voucher/Label number: EE 208774642
Date of Deposit: August 20, 1998

I hereby certify that this request for recordation of assignment is being deposited with the United States Postal Service via "Express Mail" on the date indicated above in an envelope addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, D.C. 20231.



Doris Ka
Intellectual Property Coordinator



Date