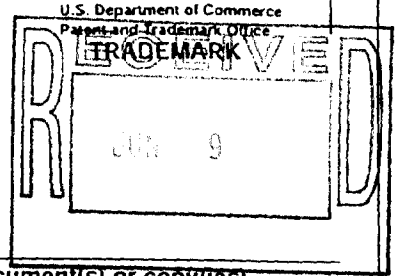


06-11-1999



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*MDS*  
*6.9.99*



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/11/1999 DMGUYEN 00000061 0914506

FOR OFFICE USE ONLY

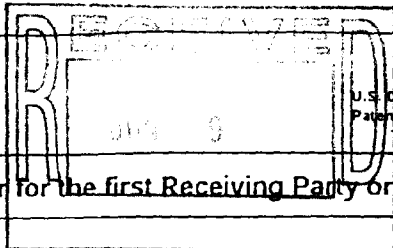
01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

**TRADEMARK**  
**REEL: 001910 FRAME: 0758**



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0914506"/>	<input type="text" value="0914509"/>	<input type="text"/>
<input type="text" value="0914507"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="0914508"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Omer Oztan

3/4/99

Name of Person Signing

Signature

Date Signed

**SCHEDULE A**

***FEDERAL TRADEMARK REGISTRATIONS***

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>CENTURY PLAZA</b> (Class 42--for Restaurant and Bar Services)	0914506	June 8, 1971
<b>CP &amp; Design</b> (Class 42--for Restaurant and Bar Services)	0914507	June 8, 1971
<b>CP &amp; Design</b> (Class 42--for Hotel Services)	0914508	June 8, 1971
<b>CENTURY PLAZA</b> (Class 42--for Hotel Services)	0914509	June 8, 1971

## GRANT OF SECURITY INTEREST IN TRADEMARK

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this Agreement is effective as of the 25<sup>th</sup> day of February, 1999, by and between Pivotal Century Plaza Hotel, LLC, a Delaware limited partnership (the "Grantor") and to Salomon Brothers Realty Corp., a New York corporation (the "Grantee"). Grantor hereby assigns, grants and mortgages to Grantee, a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Loan Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses symbolized by the Trademarks, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS AGREEMENT is entered into to secure the full and prompt performance of all obligations and payment of all amounts under that certain Loan Agreement dated February 25, 1999 between Grantor and Grantee (the "Loan Agreement"). Upon the performance of all obligations and the payment of all amounts under the Loan Agreement, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an acknowledgment as may be reasonably requested by Grantor releasing the security interest and mortgage in the Trademarks granted under this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated February 25, 1999 (the "Deed of Trust"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Deed of Trust, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Deed of Trust, the provisions of the Deed of Trust shall govern.

The undersigned have executed this Agreement as of the date above first written.

**ASSIGNOR**

PIVOTAL CENTURY PLAZA HOTEL, LLC, a Delaware limited liability company

By: Pivotal CPH I, L.L.C., an Arizona limited liability company

Its: Administrative Member

By: Pivotal Group X, L.L.C., an Arizona limited liability company

Its: Managing Member

By: J. Jahm Najafi, Trustee of the Jahm Najafi Trust dated July 30, 1996

Its: Administrative Member

By: \_\_\_\_\_

J. Jahm Najafi

Its: Trustee

**ASSIGNEE**

SALOMON BROTHERS REALTY CORP., a New York corporation

By: \_\_\_\_\_

Name: Peter B. Levine

Title: Authorized Agent