

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AFC Properties, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Mondrian Holdings, LLC
Internal
Address: c/o Ian Schragger Hotels, LLC
Street Address: 475 10th Avenue
City: New York State: NY Zip: 10018

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited liability corporation -New York

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 02/13/1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,219,088

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michelle C. Burke, Esq.
Internal Address: McDermott, Will & Emery
Suite 4400
Street Address: 227 West Monroe Street
City: Chicago State: IL Zip: 60606-5096

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0206

DO NOT USE THIS SPACE

9. Signature.

Michelle C. Burke, Esq.
Name of Person Signing


Signature

November 20, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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NO.322

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**ASSIGNMENT OF TRADEMARKS
AND OTHER INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF TRADEMARKS AND OTHER INTELLECTUAL PROPERTY (this "Assignment"), dated as of February 14, 1998, is by and between A/FC PROPERTIES, LTD. (hereinafter referred to as "Assignor"), and MONDRIAN HOLDINGS LLC, a New York limited liability corporation (hereinafter referred to as "Assignee").

W I T N E S S E T H :

WHEREAS, Assignor, and Assignee are parties to that certain Agreement for Purchase and Sale of Mondrian Hotel (the "Purchase Agreement"), dated the date hereof, pertaining to a certain parcel of real property located at 8440 Sunset Boulevard, West Hollywood, California the "Mondrian Hotel");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to (i) the name and mark "Mondrian", including U.S. Trademark Application No. 75-245,465 (filed February 21, 1997), all other trademark registrations and applications therefor, all common law rights therein, and the good will of the business symbolized thereby (the "Mondrian Mark"), (ii) all other trademarks, servicemarks, and trade names and the goodwill of the business symbolized thereby, copyrights, trade secrets, and patents owned by or licensed to Assignor and used in or held for use in connection with the operation of management and marketing of the Mondrian Hotel (collectively, the "Intellectual Property").

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

1. Capitalized terms used herein without definition and which are defined in the Purchase Agreement shall be used herein with the meaning set forth for such terms in the Purchase Agreement.

2. Assignor does hereby sell, transfer, assign and set over unto Assignee all of Assignor's right, title and interest in and to the Intellectual Property, in-

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cluding, but not limited, to the "Mondrian Mark" and U.S. Trademark Application No. 75-345,465 (filed February 21, 1997), the goodwill of the business symbolized by the Mondrian Mark and all other marks included in the Intellectual Property, and the right to sue and recover for past, present or future infringement of any of the Intellectual Property.

3. Except as set forth in the Purchase Agreement, Assignor makes no representation or warranty with respect to its ownership of the Mondrian Mark or any of the other Intellectual Property, other than to represent and warrant that it has not previously assigned or licensed the same, and that it has the right to make the assignment herein contemplated without conflict with its certificate of incorporation, by-laws, or any governmental order, or the terms of any contract by which it is bound.

4. Assignor, at Assignee's request, will promptly execute and/or deliver to Assignee all documents reasonably necessary to effect the transfer of the registration of the Intellectual Property from Assignor to Assignee in the appropriate records.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the internal laws of the State of California without regard to the conflicts of law principles thereof.

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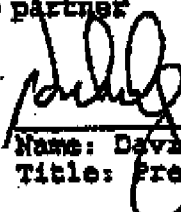
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IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed as of the date first above written.

A/FC PROPERTIES, LTD., a Texas limited partnership

By: A/FC HOLDINGS, LTD., a Texas limited partnership, its general partner

By: A/FC MANAGEMENT, INC., a Texas corporation, its general partner

By: 
Name: David B. Agnew
Title: President

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STATE OF COLORADO)
 CITY AND) SS.
 COUNTY OF DENVER)

On the 10th day of February, 1998, before me, Donna Kirk, Notary Public
 _____, personally appeared David E.
 Agnew, personally known to me or proved to me on the basis of satisfactory
 evidence to be the person whose name is subscribed to the within instrument and
 acknowledged to me that he executed the same in his authorized capacity, and that
 by his signature on the instrument the person, or the entity upon behalf of which
 the person acted, executed the instrument.

WITNESS my hand and official seal.

Donna Kirk

 (SEAL) NOTARY PUBLIC

My commission expires 2/25/2001

* President of A/FC Management, Inc., a Texas corporation, General Partner of A/FC Holdings,
 Ltd., a Texas limited partnership, General Partner of A/FC Properties, Ltd., a Texas
 limited partnership



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TRADEMARK