

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):

Morgans Hotel Limited Partnership - Delaware

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

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

3. Nature of conveyance:

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

Execution Date: 07/28/1998

2. Name and address of receiving party(ies)

Name: Morgans 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,689,457

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 26, 2002  
Date

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

12

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

23:09

NO.215 028

**ASSIGNMENT OF TRADEMARKS  
AND OTHER INTELLECTUAL PROPERTY**

This ASSIGNMENT OF TRADEMARKS AND OTHER INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 28, 1998, is made by MORGANS HOTEL LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as "Assignor"), to MORGANS 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, dated as of July 28, 1998 (the "Purchase Agreement"), pertaining to an undivided sixty seven percent (67%) interest in a certain parcel of real property located at 237-239 Madison Avenue, New York, New York (the "Hotel"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to (i) the name and mark "Morgans" which has been registered in the United States Patent and Trademark Office under Registration Number 1,689,457, as more fully described in Schedule A attached hereto, all other trademark registrations and applications therefor, all common law rights therein, and the good will of the business symbolized thereby (the "Morgans Mark"), and (ii) all other trademarks, service marks, 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, management and marketing of the 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 undivided sixty seven percent (67%) right, title and interest in and to the Intellectual Property, including, but not limited, to the Morgans Mark and the goodwill of the business symbolized by the Morgans 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 Morgans 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 New York without regard to the conflicts of law principles thereof.

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

ASSIGNOR

MORGANS HOTEL LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: AMH Investments Ltd., a Colorado  
limited partnership, its general  
partner

By: AMHI, Ltd., a Colorado limited  
partnership, its general partner

By: AGL Morgans, Inc., a Colorado  
corporation, its general partner

By:   
Name: Kevin J. Martin  
Title: Secretary

SCHEDULE A

U.S. Trademark Registration

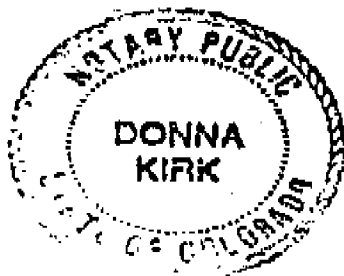
<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Goods</u>
Morgana	1,689,457	May 26, 1992	International Class: 42 (Miscellaneous Service Marks)  U.S. Class: 100  Goods/Services: Hotel Services

STATE OF COLORADO )  
 ) : ss  
CITY AND COUNTY OF DENVER )

On the 20<sup>th</sup> day of July, 1998, before me personally came Kevin J. Martin to me known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at 1050 17<sup>th</sup> Street, Suite 1220, Denver, Colorado; that he is the Secretary of AGL Morgans, Inc., a corporation duly organized under the laws of the State of Colorado; that said corporation is the general partner of AMHI, Ltd., a Colorado limited partnership; that AMHI, Ltd. is the general partner of AMH Investments Ltd., Colorado limited partnership; that AMH Investments Ltd., is the general partner of Morgans Hotel Limited Partnership, a Delaware limited partnership, the partnership described in and which executed the foregoing instrument; that he executed the foregoing by authority of the board of directors of said corporation in its capacity as general partner aforesaid; and he acknowledged to me that the said instrument was executed by said corporation for and on behalf of said partnership for the use and purposes therein mentioned.

*Donna Kirk*  
\_\_\_\_\_  
Notary Public, State of Colorado

My commission expires 2/25/2001



ASSIGNMENT AND ASSUMPTION  
OF PARTNERSHIP INTEREST  
(MHG HOTEL ASSOCIATES, L.P.)

ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTEREST, dated as of July 28, 1998 (this "Assignment"), by and between MHG (NEW YORK) ASSOCIATES, L.P., a Delaware limited partnership (the "Assignor"), and MORGANS HOLDINGS LLC, a New York limited liability company (the "Assignee").

WHEREAS, Morgans Hotel Limited Partnership, a Delaware limited partnership ("Morgans Hotel Owner") is the owner of certain real property located at 237-239 Madison Avenue, New York, New York, together with the improvements located thereon, which are commonly known as the Morgans Hotel;

WHEREAS, MHG Hotel Associates, L.P., a Delaware limited partnership ("MHG") is the legal and beneficial owner of a 33.00% limited partnership interest in Morgans Hotel Owner pursuant to that certain Agreement of limited partnership of Morgans Hotel Limited Partnership, dated as of June 30, 1994, by and between MHG, AMH Investments, Ltd., a Colorado limited partnership and AMH Capital Investors, Ltd., a Colorado limited partnership;

WHEREAS, Assignor is the legal and beneficial owner of a 23.94% limited partnership interest in MHG (the "Partnership Interest"), pursuant to that certain Agreement of Limited Partnership of MHG Hotel Associates, L.P., dated as of June 30, 1994, by and between Assignor, Morgans G.P. Corp., a Delaware corporation, MHG (New York) Corp., a Delaware corporation, and Morgans Associates Limited Partnership, a Delaware limited partnership;

WHEREAS, Assignor desires to assign its Partnership Interest in MHG to Assignee as contemplated by that certain Contribution Agreement, dated as of July 28, 1998, by and between Assignor and MHG (New York) Corp., collectively, and Assignee (the "Contribution Agreement"); and

WHEREAS, Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows:

1. Assignor hereby unconditionally and irrevocably transfers, assigns, contributes and sets over to the Assignee all of the Assignor's right, title and interest in and to the Partnership Interest.
2. Assignee hereby accepts the Partnership Interest and assumes and agrees to pay, perform and discharge when due the Assumed Liabilities (as defined in the Contribution Agreement) as they relate to the Partnership Interest.
3. This Assignment shall take effect as of the date hereof.
4. This Assignment shall inure to the benefit of and be binding upon the Assignor and the Assignee and their respective successors and assigns.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.
6. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument.




IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

MHG (NEW YORK) ASSOCIATES, L.P.,  
a Delaware limited partnership


By: MHG (New York) Corp., a  
Delaware corporation

By:   
Name: Ian Schrager  
Title: President

ASSIGNEE:

MORGANS HOLDINGS LLC,  
a New York limited liability company

By: Ian Schrager Hotels LLC, a New York  
limited liability company, its sole member

By:   
Name: Ian Schrager  
Title: President

ASSIGNMENT AND ASSUMPTION  
OF PARTNERSHIP INTEREST  
(MHG HOTEL ASSOCIATES, L.P.)

ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTEREST, dated as of July 28, 1998 (this "Assignment"), by and between MHG (NEW YORK) CORP., a Delaware corporation (the "Assignor"), and MORGANS HOLDINGS LLC, a New York limited liability company (the "Assignee").

WHEREAS, Morgans Hotel Limited Partnership, a Delaware limited partnership ("Morgans Hotel Owner") is the owner of certain real property located at 237-239 Madison Avenue, New York, New York, together with the improvements located thereon, which are commonly known as the Morgans Hotel;

WHEREAS, MHG Hotel Associates, L.P., a Delaware limited partnership ("MHG") is the legal and beneficial owner of a 33.00% limited partnership interest in Morgans Hotel Owner pursuant to that certain Agreement of limited partnership of Morgans Hotel Limited Partnership, dated as of June 30, 1994, by and between MHG, AMH Investments, Ltd., a Colorado limited partnership and AMH Capital Investors, Ltd., a Colorado limited partnership;

WHEREAS, Assignor is the legal and beneficial owner of a 0.5% general partnership interest in MHG (the "Partnership Interest"), pursuant to that certain Agreement of Limited Partnership of MHG Hotel Associates, L.P., dated as of June 30, 1994, by and between Assignor, Morgans G.P. Corp., a Delaware corporation, Morgans Associates Limited partnership, a Delaware limited partnership, and MHG (New York) Associates, L.P. a Delaware limited partnership;

WHEREAS, Assignor desires to assign its Partnership Interest in MHG to Assignee as contemplated by that certain Contribution Agreement, dated as of July 28, 1998, by and between Assignor and MHG (New York) Associates, L.P., collectively, and Assignee (the "Contribution Agreement"); and

WHEREAS, Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows:


1. Assignor hereby unconditionally and irrevocably transfers, assigns, contributes and sets over to the Assignee all of the Assignor's right, title and interest in and to the Partnership Interest.
2. Assignee hereby accepts the Partnership Interest and assumes and agrees to pay, perform and discharge when due the Assumed Liabilities (as defined in the Contribution Agreement) as they relate to the Partnership Interest.
3. This Assignment shall take effect as of the date hereof.
4. This Assignment shall inure to the benefit of and be binding upon the Assignor and the Assignee and their respective successors and assigns.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.
6. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

MHG (NEW YORK) CORP.,  
a Delaware corporation

By:


  
Name: Ian Schrager  
Title: President

ASSIGNEE:

MORGANS HOLDINGS LLC,  
a New York limited liability company

By: Ian Schrager Hotels LLC, a New York  
limited liability company, its sole member

By:

  
Name: Ian Schrager  
Title: President

**MCDERMOTT, WILL & EMERY**

227 West Monroe Street  
Chicago, Illinois 60606-5096  
(312) 372-2000

Main Facsimile No. (312) 984-7700

Facsimile Assistance

Outgoing Faxes: (312) 984-2147

Incoming Faxes: (312) 984-2134

**F A C S I M I L E**

**Date:** November 26, 2002 **Time Sent:** \_\_\_\_\_

**TO:**

Name	Company	Facsimile No.	Contact No.
U.S. Patent and Trademark Office	Assignment Recordation Branch	(703) 306-5995	

**FROM:** Michelle C. Burke **Direct Phone:** (312) 984-7761  
**E-Mail:** mburke@mwe.com **Direct Fax:** (312) 984-7700  
**Client/Matter/Tkpr:** 52602-012 **Originals Follow by Mail:** No  
**Number of Pages, Including Cover:** 13

**Re:** Recordation of Assignment - MORGANS (U.S. Reg. No. 1,689,457)

**MESSAGE:**

Enclosed please find the recordation cover sheet and assignment for recordal of the above-captioned registration. Please direct all correspondence and any telephone inquiries to the attorney of record, Michelle C. Burke.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the original message to us at the above address by mail. Thank you.

**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL  
JENNIFER POWE AT (312) 984-2091 AS SOON AS POSSIBLE.**