

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
Plaza Operating Partners Ltd.

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

Citizenship (see guidelines) Texas

Execution Date(s) October 14, 2004

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: CPS 1 Realty LP

Internal Address: c/o EI-Ad Properties NY LLC

Street Address: 225 Fifth Avenue, Fifth Floor

City: New York

State: NY

Country: USA      Zip: 10010

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship Delaware  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,455,862, 1,217,869, 1,389,501, 1,428,110, and 2,498,616

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
THE PLAZA and Design, PP (Stylized), THE PLAZA, THE PLAZA, YOUNG PLAZA AMBASSADORS

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

Name: Daniel I. Schloss, Esq., Greenberg Traurig, LLP

Internal Address: c/o EI-Ad Properties NY LLC

Street Address: 200 Park Avenue, 34th Floor

City: New York

State: NY      Zip: 10186

Phone Number: 212-801-9313

Fax Number: 212-801-6400

Email Address: schlossd@gtlaw.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501561  
Authorized User Name Daniel I. Schloss

**9. Signature:** *Daniel I. Schloss*      October 25, 2004  
Signature      Date

Daniel I. Schloss      Total number of pages including cover sheet, attachments, and document: 9  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 501561 1455862

## ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND LICENSE AGREEMENTS

**ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND LICENSE AGREEMENTS** (this "Assignment") made as of the 14<sup>th</sup> day of October, 2004, from **PLAZA OPERATING PARTNERS LTD.** ("Assignor"), a Texas limited partnership, having an address at c/o Millennium Hotels & Resorts, 145 West 44<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10036, to **CPS 1 REALTY LP** ("Assignee"), a Delaware limited partnership, having an address at c/o El-Ad Properties NY LLC, 225 Fifth Avenue, Fifth Floor, New York, NY 10010.

WHEREAS, Assignor and CPS 1, LLC have entered into a Purchase and Sale Agreement dated as of August 12, 2004, as assigned by that certain Assignment and Assumption Agreement, dated as of September 27, 2004, between CPS 1 LLC, as assignor and Assignee, as assignee (collectively, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning to Assignee all of its right, title and interest in and to the United States Trademark and Service Mark registrations identified on Schedule A annexed hereto, and all trademark and service mark rights of Assignor associated with such registrations (collectively hereinafter the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning to Assignee all of its right, title and interest in and to the Internet domain names identified on Schedule B (collectively hereinafter the "Domain Names");

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning to Assignee all of its right, title and interest under the license agreements identified on Schedule C annexed hereto, solely to the extent that each agreement is an Assumed Contract (as that such is defined in the Purchase Agreement) (collectively hereinafter the "License Agreements"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring all or substantially all of the assets and goodwill of the business to which the Marks, Domain Names and License Agreements pertain and is desirous of acquiring all of Assignor's right, title, and interest in and to the Marks, Domain Names and License Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns, sells and transfers to Assignee all of Assignor's right, title, and interest in and to the Marks and Domain Names, together with the goodwill of the business symbolized by the Marks and Domain Names, the right to file renewals therefor, and the right to sue and recover damages and profits for third-party infringements, if any.
2. Assignor hereby assigns to Assignee all right, title and interest of Assignor under the License Agreements and Assignee hereby expressly assumes all of Assignor's obligations thereunder.
3. This Assignment is made by Assignor without recourse and without any express or implied representation or warranty whatsoever (except to the extent expressly provided in the Purchase Agreement, as to which all of the limitations set forth in the Purchase Agreement (including, without limitation, those set forth in Sections 11(c) and (d) shall apply)).
4. Assignor agrees to reasonably cooperate at Assignee's expense with Assignor's actions to effectuate the purposes of this Assignment, and Assignor agrees to execute any documents reasonably requested by the Assignee for this purpose.
5. This Assignment inures to the benefit of Assignee and its successors and assigns.

6. All capitalized terms that are not defined herein shall have the meanings set forth in the Purchase Agreement.

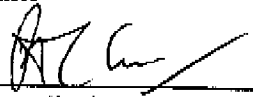
[Signatures follow on next page]

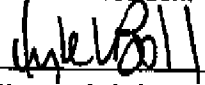
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of this 14<sup>th</sup> day of October 2004.

PLAZA OPERATING PARTNERS LTD.  
Texas Limited Partnership

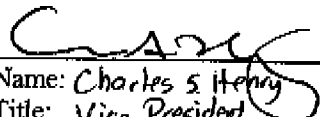
By: New Plaza Associates, L.L.C.,  
its general partner

By: CDL Hotels USA, Inc.,  
its managing partner

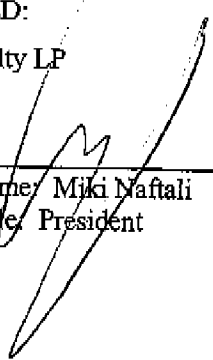
By:   
Name: Paul T. Underhill  
Title: President

By:   
Name: Lyle L. Boll  
Title: Sr. Vice President

By: Kingdom V (USA), Ltd.

By:   
Name: Charles S. Henry  
Title: Vice President

ACCEPTED:  
CPS 1 Realty LP

By:   
Name: Miki Naftali  
Title: President

NOTARIAL ACKNOWLEDGEMENT

STATE OF NEW YORK )
COUNTY OF NEW YORK )

On this \_\_\_ day of October 2004, before me personally appeared Paul T. Underhill, to me known, who, being by me duly sworn, did depose and say that (s)he is the President of Plaza Operating Partners, Ltd, the Texas limited partnership and Assignor described in and which executed the foregoing instrument; and that (s)he signed his name thereto pursuant to the authorization of said Assignor.

Judith E Rogan
Notary Public
JUDITH E. ROGAN
Notary Public, State of New York
No. 43-4663239
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 2006

STATE OF NEW YORK )
COUNTY OF NEW YORK )

On this \_\_\_ day of October 2004, before me personally appeared Charles S. Henry, to me known, who, being by me duly sworn, did depose and say that (s)he is the Vice President of Plaza Operating Partners, Ltd, the Texas limited partnership and Assignor described in and which executed the foregoing instrument; and that (s)he signed his name thereto pursuant to the authorization of said Assignor.

Joyce W. Chang
Notary Public
JOYCE W. CHANG
Notary Public, State of New York
No. 01CH6060781
Qualified in New York County
My Commission Expires July 2, 2007

STATE OF NEW YORK )
COUNTY OF NEW YORK )

On this \_\_\_ day of October 2004, before me personally appeared LYLE L. DOLL, to me known, who, being by me duly sworn, did depose and say that (s)he is the of Plaza Operating Partners, Ltd, the Texas limited partnership and Assignor described in and which executed the foregoing instrument; and that (s)he signed his name thereto pursuant to the authorization of said Assignor.

Judith E Rogan
Notary Public
JUDITH E. ROGAN
Notary Public, State of New York
No. 43-4663239
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 2006

**SCHEDULE A  
THE MARKS**

Mark: PP THE PLAZA (& DESIGN)  
U.S. Trademark Reg. No. 1,455,862  
Registered: September 1, 1987  
Filed: November 21, 1986  
For: "hotel and restaurant services"

Mark: PP (Stylized)  
U.S. Trademark Reg. No. 1,217,869  
Registered: November 23, 1982  
Filed: August 25, 1980  
For: "nightclub services; hotel, restaurant and catering services"

Mark: THE PLAZA  
U.S. Trademark Reg. No. 1,389,501  
Registered: April 8, 1986  
Filed: September 9, 1985  
For: "hotel and restaurant services"

Mark: THE PLAZA  
U.S. Trademark Reg. No. 1,428,110  
Registered: February 10, 1987  
Filed: July 7, 1986

For: "metal key holders; ties, scarves and robes.; candy sold exclusively on applicant's premises; newsletters and books on a variety of topics; champagne, wine and cognac"

Mark: YOUNG PLAZA AMBASSADORS  
U.S. Trademark Reg. No. 2,498,616  
Registered: October 16, 2001  
Filed: March 2, 1998  
For: "providing a children's and young adults' club for entertainment, sporting and cultural activities in connection with hotel services; clothing and accessories, namely, shirts, polo shirts, sweatshirts, sweat pants, tee-shirts, bathrobes, shorts, ties, nightshirts, nightgowns, sweaters, jackets, coats, wind resistant jackets, headwear, scarves, gloves, hats, shoes, boots, slippers, pants, skirts, belts, dresses, blouses, jeans, leggings, body suits, socks and hosiery"

**SCHEDULE B  
THE DOMAIN NAMES**

Domain Name: theplazahotelnewyork.com  
Registrar: Network Solutions

Domain Name: theplazahotel.com  
Registrar: Register.com

Domain Name: plazahotel.com  
Registrar: Register.com

Domain Name: the-plaza-hotel.com  
Registrar: Register.com

**SCHEDULE C  
THE LICENSE AGREEMENTS**

1. Agreement, dated as of March 8, 2004, by and between Plaza Operating Partners, Ltd. and QVC, Inc.
2. Representation Agreement, dated January 1, 2000, by and between Plaza Operating Partners, Ltd. and Stone America Marketing LLC
3. License Agreement Term Sheet, dated August 13, 2002, by and between Plaza Operating Partners, Ltd. and Wild Promotions, Inc.
4. License Agreement, dated as of January 16, 2002, by and between Plaza Operating Partners, Ltd. and Habersham Plantation Corp.
5. Supply and Marketing Agreement, dated as of June 1, 2003, by and between Plaza Operating Partners, Ltd. and Sealy Mattress Company
6. Joint Venture Agreement, dated as of January 1, 2000, by and between Plaza Operating Partners, Ltd. and Petpourri Publishers, LLC
7. License Agreement, dated as of December 22, 2003, by and between Plaza Operating Partners, Ltd. and Kravet, Inc.

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