

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standard Holdings, LLC		10/15/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Greenfield Standard LLC
Street Address:	50 North Water Street
City:	South Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	1258321	STANDARD
Registration Number:	2293007	STANDARD
Registration Number:	2272545	THE STANDARD
Registration Number:	2747808	STANDARD SOUNDS
Registration Number:	2661294	STND
Serial Number:	76014381	STANDARD
Serial Number:	76014380	THE STANDARD
Serial Number:	76518504	STANDARD SPA
Serial Number:	76295333	STANDARD SUSHI

CORRESPONDENCE DATA	
Fax Number:	(212)983-8903
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	palersp@aol.com
Correspondent Name:	Sheldon Palmer
Address Line 1:	630 Third Avenue

OP \$240.00 1258321

Address Line 2: 7th Floor  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 1251-0

NAME OF SUBMITTER: Sheldon Palmer

Total Attachments: 7  
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of October 15, 2003, is by Standard Holdings, LLC, a Delaware Limited Liability Company ("Assignor"), with its principal place of business at 295 Lafayette Street, 7th Floor, New York, New York 10012, in favor of Greenfield Standard LLC, a Delaware Limited Liability Company ("Assignee"), with its principal place of business at 50 North Water Street, South Norwalk, Connecticut 06854.

**WHEREAS**, Assignor is the owner of certain trademarks which incorporate the term "Standard", "STND", design marks used in combination with, or variations thereof, including the trademarks and service marks listed on Schedule A hereto and the Internet domain names listed on Schedule B hereto (collectively, the "Trademarks");

**WHEREAS**, Assignor and AB Green LLC, an affiliate of Assignee, are parties to that certain Trademark Purchase and Sale Agreement, dated as of July 31, 2003 (the "Trademark Purchase and Sale Agreement"), pursuant to which Assignor has agreed to sell to AB Green, LLC or its designee, the Trademarks and the goodwill symbolized thereby;

**WHEREAS**, AB Green, LLC has assigned all of its right, title and interest in and to the Trademark Purchase and Sale Agreement to Assignee; and

**WHEREAS**, Assignee has agreed to purchase from Assignor the Trademarks and goodwill symbolized thereby.

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

1. Assignor does hereby irrevocably assign, transfer, set over, and deliver to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks and the registrations thereof and applications therefore, together with (i) the goodwill of the business symbolized by the Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, dilution, unfair competition, or other violation, including past infringement, dilution, unfair competition, or other violation, of the Trademarks, and (iii) all rights corresponding thereto throughout the world.

2. With respect to any Trademarks which are filed on the basis of Assignor's "intent to use" such Trademarks and as to which a verified statement of use or amendment to allege use has not yet been filed with the U.S. Patent and Trademark Office as of the date hereof, the parties acknowledge that Assignee is a successor to the business of the Assignor or to the portion of the business to which such Trademarks apply, which business is ongoing and existing.

3. Assignor agrees, without further consideration, to cause to be performed such lawful acts, and to execute such further assignments and other lawful documents, as Assignee may reasonably request to perfect or record Assignee's right, title and interest in and to the Trademarks.

IN WITNESS WHEREOF, each of the parties have caused this ASSIGNMENT OF TRADEMARKS to be executed and delivered in their names by their respective duly authorized officers or representatives.

**ASSIGNOR:**

**STANDARD HOLDINGS, LLC**, a Delaware limited liability company

By: AB Standard, LLC, a Delaware limited liability company, its managing member

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

Name: André Balazs

Title: Member

**ASSIGNEE:**

**GREENFIELD STANDARD LLC**, a Delaware limited liability company

By: Greenfield Acquisition Partners III, L.P., its managing member

By: GAP III Management, L.L.C., its general partner

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

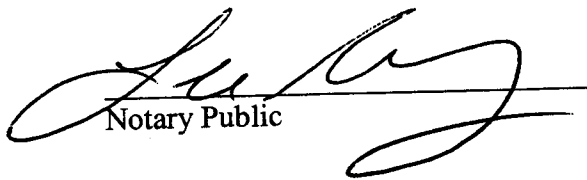
Name: Barry P. Marcus

Title: Senior Vice President

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

I, a notary public, in and for the county and state aforesaid, so hereby certify that André Balazs personally known to me to be a member of AB Standard, LLC, a Delaware Limited Liability Company which is the managing member of Standard Holdings LLC, a Delaware Limited Liability Company, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said limited liability company pursuant to authority granted to him by the members of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal  
this 15 day of October, 2003.

  
Notary Public

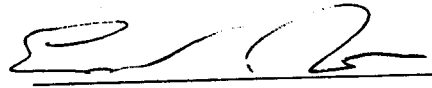
**LEENA KRISHNASWAMY**  
NOTARY PUBLIC, State of New York  
No. 01KR609684  
Qualified in New York County  
Commission Expires Aug. 11, 2007

My commission expires: \_\_\_\_\_

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

I, a notary public, in and for the county and state aforesaid, so hereby certify that Barry P. Marcus personally known to me to be the Senior Vice President of GAP III Management, L.L.C., a Delaware Limited Liability Company which is the general partner of Greenfield Acquisition Partners III, L.P., a Delaware Limited Partnership, which is the managing member of Greenfield Standard LLC, a Delaware Limited Liability Company, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said limited liability company pursuant to authority granted to him by the members of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal  
this 5<sup>th</sup> day of October, 2003.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9/16/2006

EDWARD ZELTSER  
NOTARY PUBLIC, State of New York  
No. 01ZE6080452  
Qualified in New York County  
Commission Expires Sept. 16, 2006

## SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg./Appl. Serial No.</u>
STANDARD	United States	1,258,321
STANDARD	United States	2,293,007
STANDARD	CTM (Europe)	1,850,395
STANDARD	United States	76/014,381
THE STANDARD	United States	2,272,545
THE STANDARD	United States	76/014,380
THE STANDARD	Canada	TMA529,599
STANDARD SOUNDS	United States	2,747,808
STANDARD SPA	United States	76/518,504
STND	United States	2,661,294
STANDARD SUSHI	United States	76/295,333



## SCHEDULE B TO ASSIGNMENT OF TRADEMARKS

	<u>Domain Name</u>	<u>Registrant</u>
1.	standardstuff.com	Hotels (same address as Standard Holdings, LLC)
2.	nycstandard.com	Standard Holdings
3.	downtownlastandard.com	Standard Holdings
4.	standardhollywood.com	Standard Holdings
5.	standardhotel.com	Standard Holdings, Michael Rawson
6.	bostonstandard.com	Standard Holdings, Michael Rawson
7.	newyorkstandard.com	Standard Holdings
8.	miamistandard.com	Standard Holdings
9.	seattlestandard.com	Standard Holdings
10.	chicagostandard.com	Standard Holdings
11.	atlantastandard.com	Standard Holdings
12.	sanfranciscostandard.com	Standard Holdings
13.	houstonstandard.com	Standard Holdings
14.	vegasstandard.com	Standard Holdings
15.	Washingtonstandard.com	Standard Holdings
16.	downtownstandard.com	Standard Holdings, Michael Rawson
17.	dallasstandard.com	Standard Holdings
18.	parisstandard.com	Standard Holdings
19.	londonstandard.com	Standard Holdings
20.	berlinstandard.com	Standard Holdings, Michael Rawson
21.	lastandard.com	Standard Holdings
22.	sohostandard.com	Standard Holdings
23.	standardhotel-la.com	Standard Holdings