

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| J.H. Nevada, Inc. for the benefit of James Hotel Scottsdale, LLC | | 02/04/2005 | CORPORATION: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | UBS REAL ESTATE INVESTMENTS INC. | | |
| Street Address: | 1285 Avenue of the Americas | | |
| Internal Address: | 11th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78304648 | JAMES HOTEL | |
| Registration Number: | 2903895 | JAMES | |
| Serial Number: | 78304610 | JAMES CLUB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)895-2900 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2128952000 | | |
| Email: | PTO2@brownraysman.com | | |
| Correspondent Name: | Monica B. Richman | | |
| Address Line 1: | 900 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| NAME OF SUBMITTER: | Monica B. Richman | | |
| Signature: | /monica b. richman/ | | |

CH \$90.00 78304648

Date:

04/06/2005

Total Attachments: 8

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**COLLATERAL ASSIGNMENT
OF TRADEMARK LICENSE AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF TRADEMARK LICENSE AGREEMENT (this "Assignment"), is made as of the 4th day of February, 2005, by **JAMES HOTEL SCOTTSDALE, LLC**, an Arizona limited liability company having its principal place of business c/o Michael Jacobs, CFO, James Hotels, 206 Spring Street, New York, New York 10012 ("Assignor"), in favor of **UBS REAL ESTATE INVESTMENTS INC.**, a Delaware corporation having an address at 1285 Avenue of the Americas, 11th Floor, New York, New York 10019 (together with its successors and assigns, collectively, "Assignee").

WITNESSETH:

WHEREAS, J.H. Nevada, Inc., a Nevada corporation ("Owner"), is the owner of certain service Marks described on Exhibit A attached hereto and made a part hereof by this reference, used in connection with hotel and health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being (the "Marks"), and Owner filed applications to register the Marks with the United States Patent and Trademark Office (the "PTO") as described on Exhibit A;

WHEREAS, Assignor entered into a certain License Agreement effective as of January 1, 2005 by and between Owner as licensor and Assignor as licensee (the "License") pursuant to which Assignor is permitted to use the Marks in accordance with the terms of the License in connection with Assignor's hotel located at 7353 East Indian School Road, Scottsdale, Arizona 85251 (the "Arizona Property");

WHEREAS, Assignee has made a loan to Assignor and James Hotel Chicago, LLC, an Illinois limited liability company ("Illinois Borrower") (Assignor and Illinois Borrower some times being referred to herein collectively as "Borrowers"), in the original principal amount of \$71,000,000.00 (the "Loan"), pursuant to that certain Loan Agreement, dated as of February 4, 2005, among Borrowers and Assignee (as the same may be amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement"), which Loan is evidenced by that certain Promissory Note dated of even date therewith (as the same may be amended, modified, restated, consolidated or supplemented from time to time, the "Note"), made by Borrowers to the order of Assignee and secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated of even date with the Note (as the same may be amended, modified, restated, consolidated or supplemented from time to time, the "Mortgage"), from Assignor, as mortgagor, to Assignee, as mortgagee, encumbering, among other things, the Arizona Property;

WHEREAS, Assignor is desirous of further securing to Assignee the repayment of the indebtedness evidenced by the Note and the performance of the other terms, covenants and agreements contained herein and in the Note, the Loan Agreement, the Mortgage and each of the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, Owner is an Affiliate of Borrowers and will benefit from Assignor's use of the Marks in connection with the Arizona Property and contributing to the goodwill associated with the Marks;

WHEREAS, Assignor and Assignee intend these recitals to be a material part of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as additional security for the payment to Assignee of all of the Debt (as defined in the Loan Agreement) and for the observance, performance and discharge of each and every Other Obligation (as defined in the Loan Agreement) on the part of Borrowers and their successors and assigns to be observed, performed or discharged under the Loan Documents, intending to be legally bound, hereby assigns to Assignee as collateral only, and grants Assignee a security interest in, Assignor's rights and interests in the License and its right granted thereby to use the Marks in connection with the operation of the Arizona Property after an Event of Default under the Note or any other Loan Document. This Assignment is made upon the following terms and conditions:

1. Assignor represents, warrants and covenants to and with Assignee that:
 - (a) The License is in full force and effect and has not been amended or revised in any respect, or canceled;
 - (b) Assignor shall not make or consent to any change in, amendment to or termination of the License without the prior written consent of Assignee;
 - (c) Assignor has not made any assignment of, or granted any security interest in, the License or in Assignor's rights, benefits or privileges thereunder to anyone other than Assignee, nor will Assignor in the future make any assignment or grant any security interest in the License or in its rights, benefits or privileges thereunder to anyone other than Assignee without the prior written consent of Assignee and Owner;
 - (d) The interest of Assignor in the License is not subject to any claim, setoff, lien, deduction or encumbrance of any nature;
 - (e) Assignor has full power and authority to make this Assignment;
 - (f) Assignor shall timely perform all of its obligations under the License, including operating the Arizona Property in accordance with the standards and agreements contained in the License;
 - (g) Assignor is not presently in default in the performance of any of its obligations under the License, and Assignor has no knowledge of any act, omission, occurrence or circumstance which, with the giving of notice or the passage of time or both, would result in such a default; and

(h) Assignor shall give prompt written notice and a copy to Assignee of any notice of default served upon Assignor with respect to Assignor's obligations under the License.

2. Neither this Assignment nor any action or actions on the part of Assignee shall constitute an assumption by Assignee of any right or obligation under the License unless and until Assignee gives Owner written notice after an Event of Default that Assignee wishes to continue to operate the Arizona Property under the Marks, whether by receiver, or after acquisition of title at foreclosure sale or by deed in lieu of foreclosure sale.

3. At any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Assignee shall have the right, in addition to all other rights and remedies available to Assignee under the other Loan Documents and without further notice or demand to Assignor, in connection with Assignee's taking control of the Arizona Property, to take control of and exercise all of the rights, benefits and privileges of Assignor under the License, including in connection with Assignee's marketing of the Arizona Property for sale at foreclosure or after foreclosure, and in connection with the operation of the Arizona Property after foreclosure, whether such operation is by Assignee or by a purchaser at foreclosure or from Assignee who has, or who employs a hotel manager who has, at least as much experience running a first class hotel as does Assignor as of this date. Assignee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as then in effect in the State of Arizona with respect to this License. Furthermore, at any time after the occurrence of an Event of Default, Assignee may, but shall not be obligated to, assume all of the obligations of Assignor under the License. Such assumption, however, shall not relieve Assignor of its obligations under the License with respect to the operating standards of the Arizona Property or otherwise and Assignor shall remain liable for all costs and expenses of Assignee incurred in connection with the performance of Assignor's obligations under the License and, in this regard, all such costs and expenses incurred by Assignee shall be immediately due and payable by Assignor to Assignee on demand and, if not so paid, shall be added to the outstanding principal balance of the Note (even if such addition results in such outstanding principal balance being in excess of the face amount of the Note), shall bear interest at the Default Rate (as defined in the Loan Agreement) from the date paid by Assignee until repaid by Assignor, and shall be secured by the Mortgage and by all of the other Loan Documents securing all or any part of the Debt and the Other Obligations.

4. Assignee shall have the right at any time, but shall have no obligation, to take in its name or in the name of Assignor, or otherwise, such action as Assignee may at any time or from time to time determine to be necessary to cure any default under the License or to protect the rights of Assignor or Assignee thereunder, including, without limitation, paying any amount which Assignor is obligated to pay to Owner and employing a hotel manager to operate the Arizona Property in accordance with the standards set forth in the License, all to retain the goodwill associated with the Marks and to protect the interest of Assignee in the Arizona Property as collateral for the Loan. In furtherance of the foregoing, Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney-in-fact, in Assignor's name or in Assignee's name, or otherwise, to enforce all of the rights, benefits and privileges of said Assignor under the License at any time after an Event of Default. It is hereby recognized that the power of attorney herein granted is coupled with an interest and shall not be revocable. Assignee

shall incur no liability to Assignor if any action taken by Assignee or on Assignee's behalf in good faith pursuant to this Assignment shall prove to be in whole or in part inadequate or invalid. Any and all costs and expenses incurred by Assignee to cure any default under the License or to protect the rights of Assignor or Assignee thereunder shall be immediately due and payable by Assignor to Assignee on demand and, if not so paid, shall be added to the outstanding principal balance of the Note (even if such addition results in such outstanding principal balance being in excess of the face amount of the Note), shall bear interest at the Default Rate from the date paid by Assignee until repaid by Assignor and shall be secured by the Mortgage and by all of the other Loan Documents securing all or any part of the Debt. Assignor agrees to protect, defend, indemnify and hold Assignee free and harmless from and against any and all loss, cost, liability or expense (including, but not limited to, reasonable attorneys' fees and accountants' fees) to which Assignee may be exposed, or that Assignee may incur, in exercising any of its rights under this Assignment.

5. All notices, demands, requests or other communications to be sent by one party to any other hereunder or required by law shall be in writing and shall be given in the manner specified in Section 11.6 of the Loan Agreement, directed to the parties at their respective addresses as provided therein.

6. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be effected thereby and shall be enforced to the fullest extent permitted by law.

7. This Assignment and the agreements and undertakings of Assignor hereunder shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Arizona Property, and shall inure to the benefit of Assignee and its successors and assigns and any purchaser of any interest in the Note, the Loan Agreement, the Mortgage and the other Loan Documents.

8. Assignor covenants and agrees to make, execute and deliver all such further or additional instruments as may be required by Assignee to satisfy the intents and purposes hereof and to perfect the collateral assignment made herein and the security interest granted hereby, including any UCC financing statements and any filing with the PTO.

9. The exercise by Assignee of the rights granted to Assignee in this Assignment shall not be considered a waiver by Assignee of any default by Assignor hereunder or under the other Loan Documents or prevent foreclosure of the lien of the Mortgage or of any of the other Loan Documents, Assignee hereby expressly reserving all of its rights and privileges under the Mortgage, the Loan Agreement and the other Loan Documents as fully as though this Assignment had not been entered into. Assignor hereby assents to, ratifies and confirms any and all actions taken by Assignee pursuant to this Assignment.

10. This Assignment is made in the State of New York and the provisions hereof shall be governed by and construed and enforced in accordance with the laws of the State of New York and applicable federal law.

11. Assignee may sell, transfer and deliver the Note and the other Loan Documents to one or more investors in the secondary mortgage market. In connection with such sale, Assignee may retain or assign responsibility for servicing the Loan or may delegate some or all of such responsibility and/or obligations to a servicer, including, but not limited to, any subservicer or master servicer, on behalf of the investors. All references to Assignee herein shall refer to and include, without limitation, any such servicer, to the extent applicable.

12. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Assignee and Assignor.

13. Upon payment in full of the Loan and the delivery and recording of a satisfaction, release, reconveyance or discharge of the Mortgage duly executed by Assignee, this Assignment shall become and be void and of no effect.


14. The provisions of Section 9.4 of the Loan Agreement are incorporated herein by this reference.

[No Further Text on this Page; Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Collateral Assignment of Trademark License Agreement as of the day and year first above written.

JAMES HOTEL SCOTTSDALE, LLC,
an Arizona limited liability company

By: JAMES HOTEL SCOTTSDALE MANAGER,
INC., a Delaware corporation,
its managing member

By: 
Name: Donato Errico
Title: President

See Attached Notarial Certificate

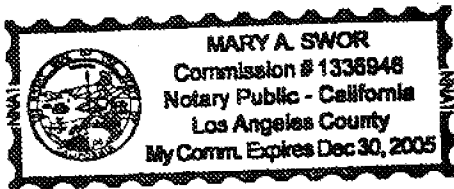
TRADEMARK
REEL: 003060 FRAME: 0961

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } SS.

On FEBRUARY 2, 2005 before me, MARY A. SWOR, NOTARY PUBLIC
(DATE) (NOTARY)
personally appeared DONATO ERICO
SIGNER(S)

personally known to me ^{ms.} - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary A. Swor, Notary Public
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

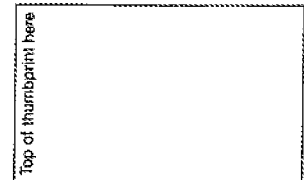
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF
SIGNER



**EXHIBIT A
MARKS**

| <u>Marks</u> | <u>PTO Date</u> | <u>Serial No.</u> | <u>Regist. No.</u> | <u>Int'l Class</u> |
|--------------|------------------|-------------------|--------------------|--------------------|
| JAMES | Regist. 11-16-04 | 78/213,577 | 2903895 | 43 |
| JAMES HOTEL | Filed: 09-24-03 | 78/304,648 | N/A | 43 |
| JAMES CLUB | Filed: 09-24-03 | 78/304,610 | N/A | 43 |