

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Carlyle, LLC		03/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Calyon New York Branch
<b>Street Address:</b>	1301 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1841020	BEMELMANS BAR
Registration Number:	1799853	CAFE CARLYLE
Registration Number:	1799854	CAFE CARLYLE
Registration Number:	1803514	CARLYLE
Registration Number:	1803516	THE CARLYLE
Registration Number:	1803515	THE CARLYLE

**CORRESPONDENCE DATA**

**Fax Number:** (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 714-540-1235  
**Email:** ipdocket@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**OP \$165.00 1841020**

ATTORNEY DOCKET NUMBER:	039079-0006
NAME OF SUBMITTER:	Anna T. Kwan
Signature:	/Anna T. Kwan/
Date:	03/28/2006

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of March 27, 2006, between The Carlyle, LLC, a Delaware limited liability company ("Carlyle") and 76 Madison, L.L.C., a Delaware limited liability company ("76 Madison," and together with Carlyle, the "Debtor"), and Calyon New York Branch (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Mortgage.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Mortgage.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Carlyle Ancillary Business" means any sale or marketing of goods or services (other than those described in the definition of Carlyle Hotel Business) to the general public or a segment thereof, such as sales and marketing of soap, bathrobes, and other products branded with the "Carlyle" name or some variation thereon.

"Carlyle Hotel Business" means the Carlyle Hotel (the "Hotel") and Debtor's or Hotel manager's provision of any goods or services to guests, clients, or customers of the Hotel in their capacity as such, including lodging, dining, and spa services, and any other services previously provided to such guests, clients, or customers. The Carlyle Hotel Business excludes any Carlyle Ancillary Business.

"Carlyle Hotel Marks" means only: (a) any Carlyle Mark physically used at or near the Hotel (or used anywhere in the world in advertising or promotional materials anywhere for the Hotel) to advertise, brand, identify, market, or promote the Carlyle Hotel Business, including those listed in **Schedule A**; (b) the right to use any such Carlyle Mark to advertise, brand, identify, market or promote any other lodging or conference facilities of any kind physically located in the Borough of Manhattan, New York; and (c) the right to prevent others from infringing on the uses of Carlyle Marks described in clauses "a" and "b."

"Carlyle Hotel Marks Collateral" has the meaning set forth in § 2.

"Carlyle Marks" means all state (including common law), federal and foreign trademarks, trade names, service marks and logos, and applications for such trademarks, service marks, trade names and logos, in which Debtor (or either of its constituent entities) holds any interest, with all associated goodwill.

"Collateral" means all "Collateral" as defined in the Loan Agreement.

"Mortgage" means that certain Leasehold Mortgage, Assignment of Rents, Fixture Filing and Security Agreement dated March 27, 2006, granted by Debtor to the Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Mortgage shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Carlyle Hotel Marks Collateral"):

(i) all Carlyle Hotel Marks (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned Carlyle Hotel Marks;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned Carlyle Hotel Marks and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Carlyle Hotel Marks Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Carlyle Hotel Marks Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Carlyle Hotel Marks Collateral which shall remain in effect until terminated in accordance with Section 11.

**SECTION 3. Supplement to Mortgage.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Mortgage, Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Mortgage or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.** Debtor represents and warrants to Secured Party that:

(a) **Trademarks.** A true and correct list of all of the existing Carlyle Hotel Marks Collateral is set forth in Schedule A.

**SECTION 5. Further Acts.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Carlyle Hotel Marks Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Carlyle Hotel Marks Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Carlyle Hotel Marks Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Carlyle Hotel Marks Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.** If Debtor shall obtain rights to any new trademarks that meet the definition of "Carlyle Hotel Marks," the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Carlyle Hotel Marks Collateral, whether or not listed on Schedule A.

**SECTION 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Mortgage.

**SECTION 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Carlyle Hotel Marks Collateral are governed by the law of a jurisdiction other than New York.

**SECTION 9. Entire Agreement; Amendment.** This Agreement and the Mortgage, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Mortgage. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Mortgage, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Mortgage.

**SECTION 10. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 11. Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

**SECTION 12. No Inconsistent Requirements.** Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**SECTION 14. Notices.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Mortgage.

**SECTION 15. Remedies.** If an Event of Default shall occur as defined in the Mortgage, Secured Party shall be entitled to exercise any or all rights and remedies it has under the Loan Agreement, the Contract Assignment, and all other Loan Documents, as if the Carlyle Hotel Marks Collateral defined herein were Collateral.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, Debtor has duly executed this Agreement, as of the date first above written.

**DEBTOR:**

**THE CARLYLE, LLC**, a Delaware limited liability company

By: HVF Madison Corp., one of its members:

By: 

Name: Jeffrey Barone

Its: Vice President

**76 MADISON, L.L.C.**, a Delaware limited liability company

By: HVF Madison Corp., one of its members:

By: 

Name: Jeffrey Barone

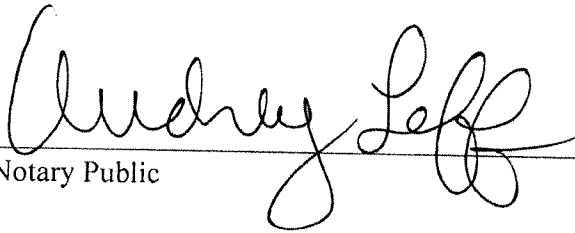
Its: Vice President



ACKNOWLEDGMENTS

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:  
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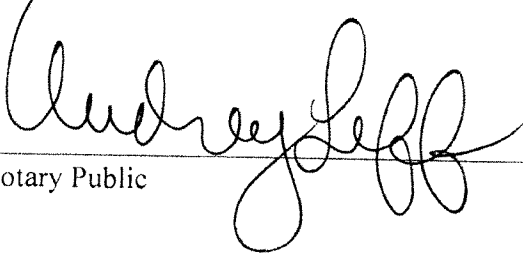
On March 14, 2006, before me, the undersigned, personally appeared Jeffrey Barone, personally known to me (or proved to me by satisfactory evidence) to be the individual whose name is subscribed to the within instrument (the "Signer") and Signer acknowledged to me that Signer executed such instrument in Signer's capacity as set forth in such instrument, and that by Signer's signature on the instrument, Signer, or the person for which Signer acted, executed such instrument.

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

AUDREY LEFF  
Notary Public, State of New York  
No. 01LE4986614  
Qualified in Nassau County  
Commission Expires Sept. 23, 2009

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:  
)  
)

On March 14, 2006, before me, the undersigned, personally appeared Jeffrey Barone, personally known to me (or proved to me by satisfactory evidence) to be the individual whose name is subscribed to the within instrument (the "Signer") and Signer acknowledged to me that Signer executed such instrument in Signer's capacity as set forth in such instrument, and that by Signer's signature on the instrument, Signer, or the person for which Signer acted, executed such instrument.

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

AUDREY LEFF  
Notary Public, State of New York  
No. 01LE4986614  
Qualified in Nassau County  
Commission Expires Sept. 23, 2009

**SCHEDULE A**  
to the Trademark Security Agreement  
Debtor: The Carlyle, LLC and 76 Madison, L.L.C.

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No	Owner	Comments
BEMELMANS BAR	Cocktail lounge, cabaret and restaurant services	42	Registered	2/25/93	74/363,561	6/21/94	1,841,020	The Carlyle, LLC	Carlyle Finance LLC was granted a first priority security interest in and lien upon this mark.
CAFE CARLYLE	Restaurant, cafe, cabaret and cocktail lounge services	42	Registered	2/25/93	74/363,557	10/19/93	1,799,853	The Carlyle, LLC	Carlyle Finance LLC was granted a first priority security interest in and lien upon this mark.
CAFE CARLYLE (with stylized letters)	Restaurant, cafe, cabaret and cocktail lounge services	42	Registered	2/25/93	74/363,562	10/19/93	1,799,854	The Carlyle, LLC	Carlyle Finance LLC was granted a first priority security interest in and lien upon this mark.
CARLYLE & Design	Hotel, restaurant, cabaret, cocktail lounge, banquet facility and health spa services	42	Registered	2/25/93	74/363,551	11/9/93	1,803,514	The Carlyle, LLC	Carlyle Finance LLC was granted a first priority security interest in and lien upon this mark.
THE CARLYLE	Hotel, restaurant, cabaret, cocktail lounge, banquet	42	Registered	2/25/93	74/363,556	11/9/93	1,803,516	The Carlyle, LLC	Carlyle Finance LLC was granted a first priority

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Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.	Owner	Comments
THE CARLYLE (with stylized letters)	facility and health spa services Hotel, restaurant, cabaret, cocktail lounge, banquet facility and health spa services	42	Registered	2/25/93	74/363,555	11/9/93	1,803,515	The Carlyle, LLC	security interest in and lien upon this mark. Carlyle Finance LLC was granted a first priority security interest in and lien upon this mark.