

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southbourne, Inc.		11/17/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Campton Place Real Estate, LLC		
Street Address:	5750 Wilshire Boulevard, Suite 500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2985389	CAMPTON PLACE	
Registration Number:	1317424	CAMPTON PLACE	
CORRESPONDENCE DATA			
Fax Number:	(312)269-1747		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.269.8000		
Email:	leulgen@ngelaw.com		
Correspondent Name:	Lee J. Eulgen		
Address Line 1:	Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	015757-0707		
NAME OF SUBMITTER:	Lee J. Eulgen		
Signature:	/Lee J. Eulgen/		
Date:	09/29/2006		

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Total Attachments: 6

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BILL OF SALE AND ASSIGNMENT OF INTANGIBLE PROPERTY


For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SOUTHBOURNE, INC., a California corporation (collectively, "Transferor"), hereby sells, assigns, transfers and conveys to CAMPTON PLACE REAL ESTATE, LLC, a Delaware limited liability company (the "Transferee"), all of Transferor's right, title and interest in and to (A) those certain items of personal property described on *Exhibit A* attached hereto and incorporated herein by reference (the "Personal Property") relating to certain real property commonly known as the CAMPTON PLACE HOTEL, located at 340 Stockton Street, San Francisco, California, and (B) the Intangible Property, as defined in and limited by that certain Purchase and Sale Agreement (the "Original Agreement") by and among Transferor, as Seller, and Kor Realty Group, LLC, a California limited liability company, as Purchaser, dated August 12, 2005, as assigned pursuant to that certain Assignment of Rights Under Purchase and Sale Agreement, dated November 14, 2005, between Kor Realty Group, LLC, a California limited liability company, and Transferee, and as amended by that certain First Amendment To Purchase Agreement, dated November 15, 2005 (the Original Agreement as so assigned and amended, the "Purchase Agreement").

Except as provided in the following paragraph, Transferor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the condition of the Personal Property or the Intangible Property, including, but not limited to: merchantability of the Personal Property or the Intangible Property or its fitness for any particular purpose; the design or condition of the Personal Property or the Intangible Property; the quality or capacity of the Personal Property or the Intangible Property; workmanship or compliance of the Personal Property or the Intangible Property with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement or latent defects. Transferee accepts the Personal Property or the Intangible Property on an "AS IS, WHERE IS" basis.

With respect to title to the Personal Property and the Intangible Property, Transferor represents and warrants to Transferee solely that, except for any restrictions that are applicable to the assignment or transfer of any computer-related materials, as more specifically set forth in the Agreement: (i) Transferor is the lawful owner of the Personal Property and the Intangible Property, (ii) the Personal Property and the Intangible Property are free and clear of all encumbrances arising from any acts of omissions of Transferor, (iii) Transferor has no actual knowledge of any adverse claims to the Personal Property or the Intangible Property by any third parties, and (iv) Transferor has good right to sell and convey the Personal Property and the Intangible Property to Transferee. No other representations or warranties as to title to the Personal Property and the Intangible Property are hereby given, nor shall any be implied in connection with the conveyance or transfer of the Personal Property and the Intangible Property to Transferee.

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed and delivered as of this 17th day of November, 2005.

SOUTHBOURNE, INC.,
a California corporation

By: 
Name: _____
Title: _____

PURCHASE AND SALE AGREEMENT

SELLER:

SOUTHBOURNE INC.,
A CALIFORNIA CORPORATION

AND

PURCHASER:

KOR REALTY GROUP, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

PROPERTY:

THE CAMPTON PLACE HOTEL
340 Stockton Street
San Francisco, California

August 12, 2005

(d) Seller's right, title and interest in and to all intangible property ("Intangible Property") to the extent owned by Seller and related solely to the Hotel and/or its operation, including, without limitation, all telephone and facsimile numbers identified with the Hotel, the website for the Hotel, addresses for the Hotel, the names "Campton Place" and "Campton Place Restaurant" and all derivatives and cognates of such names and any logos or other identification or trade marks relating thereto, and any computer software, programs and data bases, and subject to Purchaser's compliance with any limitations or restrictions on transfer or assignment of any computer-related software, programs or data bases which are contained in any license or similar agreement which shall have been provided to Purchaser for its review prior to the Approval Date (as defined hereinbelow);

(e) Seller's right, title and interest in and to any and all easements, hereditaments and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land, if any;

(f) Seller's right, title and interest in and to any street or road abutting the Land to the center lines thereof;

(g) Seller's interest in any and all leases or occupancy agreements, if any, including those in effect on the Date of this Agreement which are identified on the Schedule of Leases attached hereto as *Exhibit 1.1(g)*, and any new leases entered into pursuant to Section 4.1(d), which as of the "Closing" (as hereinafter defined) affect all or any portion of the Land or Improvements ("Leases"), and any security deposits paid to Seller by the tenants thereunder;

(h) Seller's interest in any and all contracts, agreements and equipment leases (excluding any management arrangements with any third party relating to the operation or management of the Hotel), if any, which are identified on *Exhibit 1.1(h)* attached hereto or are entered into by Seller after the Date of this Agreement in compliance with the provisions of Section 4.1(c) of this Agreement, but only to the extent that the respective term of such contracts, agreements and equipment leases will extend beyond midnight of the Apportionment Date (as hereinafter defined), and subject to Purchaser's compliance with any limitations or restrictions on transfer or assignment of any computer-related software, programs or data bases which are contained in any license or similar agreement which has been provided to Purchaser for its review prior to the Approval Date (collectively, the "Contracts");

(i) Seller's interest in any and all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality, if any, in respect of the Hotel (the "License(s)"), including, without limitation, those issued with respect to the use, occupancy and operation of the Hotel, and those relating to any utilities, building, fire, life safety, traffic and zoning matters or conditions relating to the Hotel (collectively, the "Approvals"), which are currently held by Seller with respect to the Hotel, but excluding any alcoholic beverage license(s) relating to the Hotel or any portion thereof;

(j) Seller's good and marketable title to all inventories of supplies, other than Food And Non-Alcoholic Beverage Inventory and Alcoholic Beverage Inventory, used exclusively in connection with the operation of the Hotel, including, without limitation, paper goods, brochures, office supplies, chinaware, glassware, flatware, table linens, soap, gasoline, fuel oil, and other operational and guest supplies currently located at the Hotel, subject to depletions, replacements and additions in the ordinary course of operating the Hotel (provided that Seller shall maintain its normal replenishment and replacement expenditures for such inventories until the Date of Closing, as herein defined) (collectively, the "Inventory");

(k) Seller's good and marketable title to all opened and unopened food and non-alcoholic beverage inventory (to the extent the transfer of same is permissible under applicable law) (collectively, the "Food

California time on the date of the execution of this Agreement by Seller. Following execution of this Agreement by Purchaser and delivery of the executed document to Seller, this Agreement shall be void unless any one or more of Purchaser, or Purchaser's legal counsel (Frank Iaffaldano of Paul, Hastings, Janofsky and Walker LLP), or Mr. Louis Stervina of Secured Capital Corp., by any of the means provided in Section 8 above, has received a copy of this Agreement, duly executed by Seller, not later than 5:00 p.m., California time, on the seventh (7th) business day following delivery of the Agreement, fully executed by Purchaser, to Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER: KOR REALTY GROUP, LLC.
a California limited liability company

By: _____
a _____
Member

Date: _____, 2005

By: _____
Name: _____
Title: _____

SELLER: SOUTHBORNE INC.,
a California corporation

Date: August 17, 2005

By: 
Name: Adrian H.C. FL
Title: Director & First Vice President