

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENIHAN OWNERSHIP COMPANY, LLC		10/25/2006	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	EASTGATE TOWER HOTEL ASSOCIATES, L.P.		
Street Address:	575 Madison Avenue, Rm 1216		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022-2585		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78781916	EASTGATE TOWER	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5712		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-940-8712		
Email:	linda.chan@kattenlaw.com		
Correspondent Name:	Linda S. Chan		
Address Line 1:	575 Madison Avenue		
Address Line 2:	Katten Muchin Rosenman LLP		
Address Line 4:	New York, NEW YORK 10022-2585		
ATTORNEY DOCKET NUMBER:	040816-84042		
NAME OF SUBMITTER:	Linda S. Chan		
Signature:	/Linda S. Chan/		

CH \$40.00 78781916

Date:

10/30/2006

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment"), dated as of October 25, 2006, between DENIHAN OWNERSHIP COMPANY, LLC, a New York limited liability company, having an office at 500 West 37th Street, 6th Floor, New York, New York 10018 ("Assignor"), and EASTGATE TOWER HOTEL ASSOCIATES, L.P., a Delaware limited partnership, having an office at 575 Madison Avenue, New York, New York 10022, Room Number 1216 ("Assignee").

WITNESSETH, that Assignor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, does hereby bargain, grant, sell, assign, transfer and deliver unto Assignee and Assignee's successors and assigns, all right, title and interest of Assignor, whether statutory or common law, in and to the mark "EASTGATE TOWER" (the "Trademark") for which U.S. trademark application number 78/781,916 was filed with the United States Patent and Trademark Office on December 28, 2005, and all the rights and privileges related thereto, including, but not limited to, the priority rights arising from said application and Trademark, the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of past, present and future infringement and dilution, together with that part of the goodwill of the business connected with the use of and symbolized by the Trademark throughout the world.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns, from and after the date hereof.

Assignee hereby accepts this Assignment and assumes, from and after the date hereof, Assignor's obligations under and with respect to the Trademark (the "Assumed Obligations"), to the extent they are assigned pursuant to this Assignment. Assignee agrees to comply with, observe and perform all of the Assumed Obligations that are to be performed or observed from and after the date hereof.

Nothing in this Assignment shall release or be deemed to release Assignor or Assignor's affiliates from any liability to any third party with respect to the Trademark for the period prior to the Closing Date.

This Assignment shall be construed, interpreted and governed by the laws of the State of New York.

Except as set forth in that certain Purchase and Sale Agreement, dated as of May 19, 2006, between 222 East 39th Street Co., LLC and Mainland Ventures Corp. (predecessor in interest to Assignee), as amended, no representations and warranties, express or implied, are made herein.

This Assignment may be executed simultaneously and in two or more counterparts, each of which shall be deemed an original but each of which together shall constitute one and the same instrument.

This instrument shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

DENIHAN OWNERSHIP COMPANY, LLC, a New York limited liability company

By: _____

Name: Benjamin J. Denihan

Title: Managing Director

[Signature page to Assignment and Assumption of Trademarks Agreement]

TRADEMARK
REEL: 003417 FRAME: 0557

ASSIGNEE:

EASTGATE TOWER HOTEL ASSOCIATES, L.P.,
a Delaware limited partnership

By: Eastgate Tower Hotel Associates GP, LLC,
a Delaware limited liability company,
its general partner

By: 

Name: Timothy D. Haskin

Title: President

[Signature page to Assignment and Assumption of Trademarks Agreement]