

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peter A. Morton		02/02/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HRHH IP, LLC		
<b>Street Address:</b>	475 Tenth Avenue		
<b>Internal Address:</b>	c/o Morgans Hotel Group Co.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2181672	THE JOINT LAS VEGAS	
Registration Number:	2434177	LUCKY DOG	
Registration Number:	2458219	HOT STREAK GAMBLER'S SAUCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)603-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.603.2000		
<b>Email:</b>	pto2@thelen.com		
<b>Correspondent Name:</b>	Monica B. Richman		
<b>Address Line 1:</b>	875 Third Avenue		
<b>Address Line 2:</b>	Thelen Reid Brown Raysman & Steiner LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	602857/402		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman		

CH \$90.00 2181672

Signature:

/monica b. richman/

Date:

02/06/2007

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of February 2, 2007 (the “Effective Date”), by and between Peter A. Morton, an individual (“Assignor”), in favor of HRHH IP, LLC, a Delaware limited liability company (“Assignee”);

WHEREAS, Assignor owns all of the rights, title and interest in and to the trademarks listed on Schedule A attached hereto (the “Trademarks”) used in connection with the operation of the Hard Rock Hotel and Casino; and

WHEREAS, Assignee desires to acquire the Trademarks pursuant to that certain Agreement and Plan of Merger, dated as of May 11, 2006, by and among Hard Rock Hotel, Inc., a Nevada corporation, Morgans Hotel Group Co., a Delaware corporation, and MHG HR Acquisition Corp., a Nevada corporation and Hard Rock Hotel, Inc., a Nevada corporation;

WHEREAS, Assignor agrees to transfer and Assignee agrees to acquire, Assignor’s entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, his entire right, title and interest in and to the Trademarks; all registrations and applications which may have been or may be filed or issued in respect thereto and any renewals thereof; the goodwill of the business symbolized by the Trademarks; all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks; and all causes of action (either in law or equity) and the right to sue, counterclaim,

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and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

Assignor hereby represents and warrants that he has full power and authority to enter into this agreement; that he has not executed and will not execute any agreements inconsistent herewith; that he owns the Trademarks free and clear of all Liens as defined in the Merger Agreement; that there are no pending, or to the best of his knowledge, threatened material claims based on his use, or challenging his ownership, of the Trademarks; and that to his knowledge no party has infringed the Trademarks in a material manner.

Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue and record trademark registrations, applications, and title thereto, to issue and record certificates of registration, renewal, or assignment, for any registration or application of the Trademarks to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

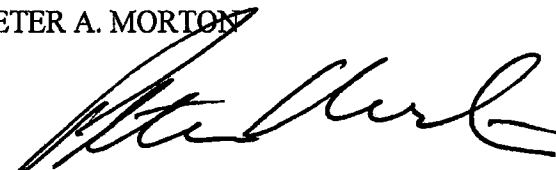
Assignor agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Trademarks may be issued or pending.

Assignor agrees (A) at his sole cost and expense, to indemnify, defend and hold harmless Assignee, Assignee's Affiliates and each of their successors and assigns (collectively the "Indemnified Parties") from and against any and all losses, liabilities, damages, costs,

expenses, obligations and claims (including, without limitation, attorneys' fees and court costs) suffered or incurred by any Indemnified Party arising out of, pursuant to, or in connection with any (i) breach of a representation or warranty made by Assignor in this Assignment and/or (ii) violation of a covenant or other obligation of Assignor contained in this Assignment and (B) that such indemnification shall be made pursuant to and in accordance with the Escrow Agreement, dated as of the date hereof, by and among PM Realty, LLC, a Nevada limited-liability company, Morgans Hotel Group Co., a Delaware corporation (or its affiliate), Red, White and Blue Pictures, Inc., a California corporation, and Peter A. Morton, an individual.

This 2<sup>nd</sup> day of February, 2007.

ASSIGNOR:  
PETER A. MORTON

A handwritten signature in black ink, appearing to read "Peter Morton", written over a horizontal line.

Peter Morton

ASSIGNEE:  
HRHH IP, LLC




By:  
Title: Richard Szymanski  
Vice President/Treasurer

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TRADEMARK  
REEL: 003476 FRAME: 0070

**SCHEDULE A**

COUNTRY JURISDICTION	MARK	REG. NO. / APP. NO.	REG. DATE / APP. DATE	REGISTERED OWNER(S)
United States	The Joint Las Vegas (and Design) 	2181672	Registered 08/18/98	Peter Morton
Texas	Mr. Lucky's & design	57190		Peter Morton
Texas	Mr. Lucky's & design	57191		Peter Morton
United States	Lucky Dog	2434177	Registered 03/06/01	Peter Morton
United States	Hot Streak Gambler's Sauce	2458219	Registered 06/05/01	Peter Morton

Unregistered Trademarks

MARK	STATUS	OWNER(S)
Yo Quiero Karaoke	Not registered	Peter Morton