

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
Hard Rock Hotel, Inc.		02/02/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	HRHH IP, LLC
Street Address:	475 Tenth Avenue
Internal Address:	c/o Morgans Hotel Group Co.
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2534438	
Registration Number:	2498137	BABY'S
Registration Number:	2575472	BABYS LAS VEGAS
Registration Number:	2498138	BIG BABY'S
Registration Number:	2500121	
Registration Number:	2561779	JIMMY JAM
Registration Number:	3027330	LOVE JONES
Registration Number:	3182848	REHAB X
Registration Number:	3170859	REHAB X SUNDAYS AT THE POOL.
Registration Number:	3196690	BODY ENGLISH SUNDAY SCHOOL
Registration Number:	3196689	SUNDAY SCHOOL

CORRESPONDENCE DATA

CH \$290.00 2534438

Fax Number: (212)603-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.603.2000
Email: pto2@thelen.com
Correspondent Name: Monica B. Richman
Address Line 1: 875 Third Avenue
Address Line 2: Thelen Reid Brown Raysman & Steiner LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	602857/402
NAME OF SUBMITTER:	Monica B. Richman
Signature:	/monica b. richman/
Date:	02/06/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into as of February 2, 2007, by and between **HARD ROCK HOTEL, INC.**, a Nevada corporation ("Assignor") and **HRHH IP, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is a party to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 11, 2006, as may be amended, by and among the Assignor, Peter A. Morton, an individual (solely with respect to Sections 4.18(b) and 6.3 and Article IX of the Merger Agreement), Morgans Hotel Group Co., a Delaware corporation and MHG HR Acquisition Corp., a Nevada corporation;

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, service marks, trade names, trade dress, logos, product names and slogans listed on the attached Schedule A, among others, including any common law rights, registrations, and applications for registration for any of the foregoing and all common law rights therein, together with all the goodwill associated with all of the foregoing, worldwide, (collectively, the "Trademarks");

WHEREAS, in connection with the Merger Agreement and the transactions related thereto, Assignor and Assignee have entered into that certain Intellectual Property Assignment dated as of February 1, 2007 (the "Assignment"), pursuant to which Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, in connection with the Assignment, Assignor has agreed to enter into this Agreement.

NOW, THEREFORE, effective as of the date of the Assignment, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Assignor does hereby assign, sell, transfer and convey to Assignee, all right, title and interest in and to the Trademarks throughout the world, in all classes of use (including those indicated on Schedule A), and all common law rights therein, together with all goodwill associated with the portion of the business to which the marks pertain, and together with all rights to exclude others from appropriating any of such Trademarks, including the rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests.

Assignor agrees to execute such further documents and do such other acts as may be necessary and proper to vest full title in and to the Trademarks in the Assignee or which may be necessary to obtain, issue or enforce the Trademarks and to obtain recording of this Agreement.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Agreement, and to issue or transfer all said trademark registrations and applications to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Agreement.

This Agreement may be executed in duplicate originals and may be executed in two counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by duly authorized officers as of the day and year first above written.

HARD ROCK HOTEL, INC.,
as Assignor

By: Richard Szymanski

Name: Richard Szymanski

Title: Vice President, Secretary,
Treasurer and Director

HRHH IP, LLC,
as Assignee

By: Richard Szymanski

Name: Richard Szymanski

Title: Vice President, Secretary,
Treasurer and Director

SCHEDULE A

Registered Trademarks

TRADEMARKS/ SERVICE MARKS	OWNER	SERIAL NUMBER	REGISTRATION NUMBER	STATUS
Design (guitar)	Hard Rock Hotel, Inc. d/b/a Hard Rock Hotel & Casino, Inc.	75489003	2534438	Registered 01/29/02 Sections 8&15 due 1/29/08
Baby's	Hard Rock Hotel, Inc.	76116087	2498137	Registered 10/16/01 Sections 8 & 15 due 10/16/07
Babys Las Vegas (and Design)	Hard Rock Hotel, Inc.	76116088	2575472	Registered 06/04/02 Sections 8 & 15 due 06/04/08
Big Baby's	Hard Rock Hotel, Inc.	76116090	2498138	Registered 10/16/01 Sections 8 & 15 due 10/16/07
Design (cat)	Hard Rock Hotel, Inc.	76116091	2500121	Registered 10/23/01 Sections 8 & 15 due 10/23/07
Jimmy Jam	Hard Rock Hotel, Inc.	76290865	2561779	Registered 04/16/02 Sections 8 & 15 due 04/16/08

TRADEMARKS/ SERVICE MARKS	OWNER	SERIAL NUMBER	REGISTRATION NUMBER	STATUS
Love Jones (and Design)	Hard Rock Hotel, Inc.	78435413	3027330	Registered 12/13/05 Sections 8 & 15 due 12/13/11
Rxehab	Hard Rock Hotel, Inc.	78640786	3182848	Registered 12/12/06 Sections 8&15 Due 12/12/11
Rxehab Sundays at the Pool	Hard Rock Hotel, Inc.	78640797	3170859	Registered 11/14/06 Sections 8 & 15 Due 11/14/12
Body English Sunday School	Hard Rock Hotel, Inc.	78834843	3196690	Registered 1/9/07 Sections 8&15 Due 1/9/13
Sunday School	Hard Rock Hotel, Inc.	78834806	3196689	Registered 1/9/07 Sections 8&15 Due 1/9/13

Non-Registered Trademarks

TRADEMARKS/ SERVICE MARKS	OWNER	SERIAL NUMBER	REGISTRATION NUMBER	STATUS
Simon Kitchen and Bar	Hard Rock Hotel, Inc.			Not registered
AJ's Steakhouse	Hard Rock Hotel, Inc.			Not registered
Cuba Libre	Hard Rock Hotel, Inc.			Not registered
HOOPS IN VEGAS	Hard Rock Hotel, Inc.			Cancelled registration