

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
Great American Life Insurance Company		10/13/2005	Insurance Company: OHIO

RECEIVING PARTY DATA

Name:	LH Brazos Holding, LP
Street Address:	11777 San Vicente Boulevard, Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	LH Brazos Operating, LP
Street Address:	11777 San Vicente Boulevard, Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2512607	THE DRISKILL
Registration Number:	2515171	D
Registration Number:	2651340	
Registration Number:	2779243	1886 CAFE & BAKERY

CORRESPONDENCE DATA

Fax Number: (202)408-4400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$115.00 2512607

Phone: 202.408.4000
Email: docketing@finnegan.com
Correspondent Name: Christopher P. Foley
Address Line 1: 901 New York Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	06924.0079-00000
NAME OF SUBMITTER:	Christopher P. Foley
Signature:	/Christopher P. Foley/
Date:	03/08/2007

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PERSONAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PERSONAL PROPERTY (this "Assignment"), is made as of October 13, 2005, by and between GREAT AMERICAN LIFE INSURANCE COMPANY, an Ohio insurance corporation ("Assignor"), and LH BRAZOS HOLDING, LP, a Delaware limited partnership ("Holding") and LH BRAZOS OPERATING, LP, a Delaware limited partnership ("Operator") (collectively, "Assignees").

WITNESSETH:

WHEREAS, Assignor has entered into that certain Agreement of Sale and Purchase (as amended, the "Purchase Agreement"), for the Driskill Hotel (the "Property"), dated as of July 21, 2005, between Assignor, as "Seller" and Lowe Hospitality Investment Partners, LLC, as "Purchaser". All of Purchaser's rights under the Purchase Agreement with respect to the personal property have been assigned to Assignees.

WHEREAS, it is the desire of Assignor hereby to assign, transfer, and convey to Holding the Permits and the Warranties (all of which are defined below) in connection with the Property.

WHEREAS, it is the desire of Assignor hereby to assign, transfer, and convey to Operator the Trade Names and Promotional Materials, the Hotel Records, the Reservations, the Reservation Deposits and the Accounts (all of which are defined below) in connection with the Property.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto (together, the "Parties," and each sometimes a "Party") hereby agree as follows:

1. Assignment to Holding.

a. Permits. As of 12:01 a.m. on the date set forth above (the "Effective Time"), Assignor hereby grants, assigns, transfer, conveys and delivers to Holding, to the extent assignable, and only to the extent of the right, title and interest of Assignor and/or Brothers Property Management Corp. ("BPMC"), all certificates of occupancy for all Improvements (as defined in the Purchase Agreement) and all permits, licenses, authorizations and approvals issued by any governmental body in connection with operation of the Property or any portion thereof (excluding liquor licenses) (collectively, the "Permits").

b. Warranties. As of the Effective Time, Assignor hereby grants, assigns, transfers, conveys and delivers to Holding, to the extent assignable, and only to the extent of the right, title and interest of Assignor and/or BPMC, all warranties pertaining to the Improvements (collectively, the "Warranties").

2. Assignment to Operator.

a. Trade Names and Promotional Materials. As of the Effective Time, Assignor hereby grants, assigns, transfer, conveys and delivers to Operator, to the extent assignable, and only to the extent of the right, title and interest of Assignor and/or BPMC, any

and all trademarks, trade names and service marks identifying the Property (including the trade names "The Driskill", the "1886 Café & Bakery" and "1886 Bakery"), marketing advertising and promotional materials, customer lists, brochures, insignias, logos and telephone numbers, facsimile numbers, web sites, domain names, and post office boxes (collectively, the "Trade Names and Promotional Materials").

b. Hotel Records. As of the Effective Time, Assignor hereby grants, assigns, transfers, conveys and delivers to Operator, all of the books, records, plans and specifications relating to the Improvements, correspondence and other files, both paper and electronic (and including any accounting, database or other record-keeping software used in connection with such books, records and files which Assignor or BPMC owns or may otherwise transfer), that have been received or generated and maintained in the course of operation of the Property and that are in Assignor's or BPMC's possession or control, including (without limitation), if any, those generated and maintained by BPMC, excluding Assignor's federal and state income tax returns (collectively, the "Hotel Records").

c. Reservations. As of the Effective Time, Assignor hereby grants, assigns, transfers, conveys and delivers to Operator, all reservations, commitments and other commitments or agreements for the use of the guest rooms, conference rooms, dining rooms or other facilities in the Property, to the extent pertaining to periods from and after the Effective Time (collectively, the "Reservations").

d. Reservation Deposits. As of the Effective Time, Assignor hereby grants, assigns, transfers, conveys and delivers to Operator, all deposits or advance payments received by Assignor and/or BPMC in connection with the Reservations (collectively, the "Reservation Deposits").

e. Accounts. As of the Effective Time, Assignor hereby grants, assigns, transfers, conveys and delivers to Operator, all Accounts (as defined in the Purchase Agreement).

The Permits, the Warranties, the Trade Names and Promotional Materials, the Hotel Records, the Reservations, the Reservation Deposits and the Accounts are herein defined, collectively, as the "Intangible Personal Property". The Intangible Personal Property excludes cash and securities.

3. Assumption of Obligations. By acceptance of this Assignment, Assignees hereby assume and agree to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Intangible Personal Property. Said assumption shall have application only to those obligations with respect to the Intangible Personal Property first accruing or arising on or after the Effective Time and shall have no application to obligations accruing or arising prior to the Effective Time except as otherwise expressly set forth in the Purchase Agreement.

4. No Impairment of Purchase Agreement Provisions. Nothing contained in this Assignment shall be deemed to limit, waive or otherwise derogate from any warranty, representation, covenant or indemnification made in the Purchase Agreement by either Party to the extent the same survive closing under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Texas.

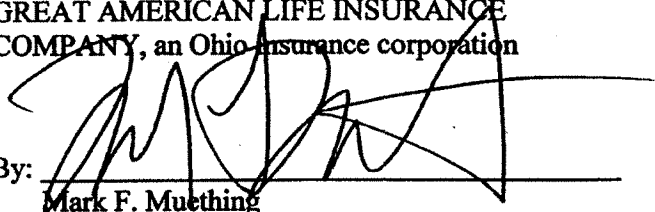
7. Counterparts. This instrument may be executed in any number of counterparts, each to be deemed an original, but all of which, shall constitute one instrument, and it shall be sufficient if any Party hereto signs any such counterpart, so long as each of the Parties hereto executes at least one such counterpart.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

ASSIGNOR:

GREAT AMERICAN LIFE INSURANCE COMPANY, an Ohio insurance corporation

By: 
Mark F. Muething
Executive Vice President

ASSIGNEES:

LH BRAZOS HOLDING, LP, a Delaware limited partnership

By: **LH BRAZOS HOLDING GP, LLC, a Delaware limited liability company, its general partner**

By: **LH Brazos Holding GP Manager, Inc., a Texas corporation its manager**

By: _____
Name: _____
Title: _____

LH BRAZOS OPERATING, LP, a Delaware limited partnership

By: **LH BRAZOS OPERATING GP, LLC, a Delaware limited liability company, its general partner**

By: **LH Brazos Operating GP Manager, Inc., a Texas corporation its manager**

By: _____
Name: _____
Title: _____

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ASSIGNOR:

GREAT AMERICAN LIFE INSURANCE
COMPANY, an Ohio insurance corporation

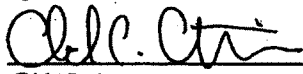
By: _____
Mark F. Muething
Executive Vice President

ASSIGNEES:

LH BRAZOS HOLDING, LP, a Delaware
limited partnership

By: LH BRAZOS HOLDING GP, LLC, a
Delaware limited liability company,
its general partner

By: LH Brazos Holding GP Manager,
Inc., a Texas corporation
its manager

By: 
Name: CHAD C. CHRISTENSEN
Title: VICE PRESIDENT

LH BRAZOS OPERATING, LP, a Delaware
limited partnership

By: LH BRAZOS OPERATING GP, LLC, a
Delaware limited liability company,
its general partner

By: LH Brazos Operating GP Manager,
Inc., a Texas corporation
its manager

By: _____
Name: _____
Title: _____

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ASSIGNOR:

GREAT AMERICAN LIFE INSURANCE
COMPANY, an Ohio insurance corporation

By: _____
Mark F. Muething
Executive Vice President

ASSIGNEES:

LH BRAZOS HOLDING, LP, a Delaware
limited partnership

By: LH BRAZOS HOLDING GP, LLC, a
Delaware limited liability company,
its general partner

By: LH Brazos Holding GP Manager,
Inc., a Texas corporation
its manager

By: _____
Name: _____
Title: _____

LH BRAZOS OPERATING, LP, a Delaware
limited partnership

By: LH BRAZOS OPERATING GP, LLC, a
Delaware limited liability company,
its general partner

By: LH Brazos Operating GP Manager,
Inc., a Texas corporation
its manager

By: *Dennis Fischer*
Name: Dennis Fischer
Title: SVP

EXHIBIT A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
THE DRISKILL	2,512,607	November 27, 2001
D and Design	2,515,171	December 4, 2001
Miscellaneous Design	2,651,340	November 19, 2002
1886 CAFÉ & BAKERY	2,779,243	November 4, 2003

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