



03-22-2007

DEPARTMENT OF COMMERCE
Trademark Office

RECORDATION FOR TRADEMARK



103385588

To the Director of the U. S. Patent and Trademark Office: Please

sheet(s) below.

3/19/07

1. Name of conveying party(ies):

Starwood Capital Group Global, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Connecticut Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 5, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Baccarat

Internal Address: 54120

Street Address: _____

City: Baccarat

State: France

Country: _____ Zip: _____

Country: _____ Zip: _____

Country: _____ Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship France

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)
78/795,519; 78/682,026;...(see attached)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
BACCARAT (January 20, 2006); BACCARAT HOTEL (July 29, 2005)...(see attached)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen G. Janoski

Internal Address: Roylance, Abrams, Berdo & Goodman, LLP

Street Address: 1300 19th Street, N.W.

Suite 600

City: Washington

State: D.C. Zip: 20036

Phone Number: (202) 659-9076

Fax Number: (202) 659-9344

Email Address: SGJdocketing@roylance.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

March 16 2007

Date

03/21/2007 BYRNE 0000009 78795519

01 FC:8521
02 FC:8522

40.00
175.00
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**ADDITIONAL SHEET OF APPLICATION NUMBERS
AND IDENTIFICATION OF THE MARKS
TO RECORDATION FORM COVER SHEET**

<u>Application Numbers</u>	<u>Marks</u>	<u>Filing Dates</u>
78/795, 857	BACCARAT	January 20, 2006
78/682,013	BACCARAT	July 29, 2005
78/857,728	B BAR BY BACCARAT	April 10, 2006
78/728,949	B (Stylized)	October 7, 2005
78/729,001	B BAR	October 7, 2005
78/729,129	B BAR	October 7, 2005

ASSIGNMENT

WHEREAS, Starwood Capital Group Global, LLC, a Connecticut limited liability company with its principal address at 591 West Putnam Avenue, Greenwich, Connecticut 06830, United States of America (hereinafter the "Assignor"), is the owner of all right, title and interest in and to the trademarks and/or service marks, including the corresponding applications and/or registrations thereof, listed in Schedules 1 through and including 43 hereto (hereinafter the "Marks"), and which Marks constitute BACCARAT, B (Stylized), B BAR, and forms or variants thereof, and Assignor is the record owner in the official records of the local Trademark Offices or equivalent Registers of such Marks in the countries and/or territories indicated in each Schedule hereto notwithstanding the absence of application and/or registration serial numbers indicated in any Schedule hereto; and

WHEREAS, Baccarat, a French corporation with a business address at 54120 Baccarat, France (hereinafter the "Assignee"), desires to acquire all right, title and interest in and to the Marks; and

WHEREAS, Assignor makes no representations and/or no warranties that it is the sole and exclusive owner of, and has good and clear title in and to the Marks, including any and all associated goodwill, other than to represent and warrant that Assignor has not transferred, conferred, assigned or granted any licenses or rights in or to the Marks, and has no agreement with any other party which would conflict with this Assignment; and

WHEREAS, Assignee indemnifies, releases, discharges, defends, holds harmless and has no recourse whatsoever against Assignor, its officers, shareholders, employees, agents, affiliates, subsidiaries, successors, and any other person authorized by Assignor to act on its behalf, for any loss, liability, damages, demands, cost, judgment, award, expense, or claims, including reasonable attorney fees, which may at any time be suffered or incurred by Assignee relating to any of and/or all of the Marks and/or by reason of or in consequence of this Assignment; and

WHEREAS, Assignee shall be responsible, without further cost or charge to Assignor, for recording in any and all local Trademark Offices or equivalent Registers this Assignment, and including but not limited to arranging for and/or facilitating compliance with the local requirements respecting any and all required authentications or legalizations or supplemental assignments or alternative assignments, as necessary to effectuate this Assignment; and

WHEREAS, Assignee shall be responsible, without further cost or charge to Assignor, for the Marks and their corresponding applications and/or registrations subject to this Assignment, including but not limited to prosecution, maintenance, renewal and any and all adverse party matters, including but not limited to oppositions or cancellations in any and all local Trademark Offices or equivalent Registers; and

matters, including but not limited to oppositions or cancellations in any and all local Trademark Offices or equivalent Registers; and

Now THEREFORE, for good and valuable consideration of ~~One Hundred Dollars~~ ^{Two Hundred Eighty Five Thousand Dollars (US\$285,000)} ~~(US\$100.00)~~ the receipt and sufficiency of which is hereby acknowledged, Assignor hereby

assigns, and transfers to Assignee, effective as of the date January 5, 2007, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby and/or associated therewith, and this assignment which includes Marks that are the subjects of applications under §1(b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), for which Statements of Use have not yet been filed in the U.S. Patent and Trademark Office, is to a successor to the business of the Assignor or to a successor to the segment and/or portion of the Assignor's business to which any such Marks that are the subjects of applications under §1(b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), specifically pertain.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by duly authorized officers and effective the day and year above stated.

ASSIGNOR

ASSIGNEE

STARWOOD CAPITAL GROUP
GLOBAL, LLC

BACCARAT

By: [Signature]
Name: Jerome C. Siney
Title: EVP

By: [Signature]
Name: Marc KUCIEN
Title: CEO

Signed and sworn to before me this 5th day of January, 2007

STATE OF Connecticut)
COUNTY OF Fairfield)

SEAL

[Signature]
Notary Public
My commission expires _____

KAREN B. MURRAY
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2007

SCHEDULE 42

<u>Country/Territory</u>	<u>Mark</u>	<u>International/ Local Class</u>	<u>Application No./ Registration No.</u>
UNITED STATES	BACCARAT	041	78/795,857 (Appl. No.)
UNITED STATES	BACCARAT	043	78/682,013 (Appl. No.)
UNITED STATES	BACCARAT	035, 036, 043, 044	78/795,519 (Appl. No.)
UNITED STATES	BACCARAT HOTEL	043	78/682,026 (Appl. No.)
UNITED STATES	B BAR BY BACCARAT	043	78/857,728 (Appl. No.)
UNITED STATES	B (Stylized)	043, 044	78/728,949 (Appl. No.)
UNITED STATES	B BAR	043	78/729,001 (Appl. No.)
UNITED STATES	B BAR	043	78/729,129 (Appl. No.)

ASSIGNMENT RECORDATION

POWER OF ATTORNEY

The undersigned hereby authorize Stephen G. Janoski, a partner of the firm of ROYLANCE, ABRAMS, BERDO & GOODMAN, L.L.P., 1300 19th Street, N.W., Suite 600, Washington, D.C. 20036-1649, to file in the United States Patent and Trademark Office any and all assignments, and including but not limited to the assignment enclosed herewith and/or hereto, by and between Starwood Capital Group Global, LLC and Baccarat, with full power of substitution and revocation, and to transact all business in the Patent and Trademark Office in connection therewith.

DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of ROYLANCE, ABRAMS, BERDO & GOODMAN, L.L.P., 1300 19th Street, N.W., Suite 600, Washington, D.C. 20036-1649 is hereby the designated representative upon whom notices or process in proceedings affecting any or all assignments, and including but not limited to the assignment enclosed herewith and/or hereto, by and between Starwood Capital Group Global, LLC and Baccarat may be served.

ASSIGNEE
BACCARAT

By: LECLERC

Name: Rene Henri Charles

Title: C.E.O

Signed
This 26th day of February, 2007

