

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
Palmet Venture, LLC		01/11/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Kimpton Hotel & Restaurant Group, LLC		
Street Address:	222 Kearny Street		
Internal Address:	Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2234997	ALLEGRO HOTEL CHICAGO	
Registration Number:	2449410	HOTEL ALLEGRO CHICAGO	
CORRESPONDENCE DATA			
Fax Number:	(602)648-7009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-351-8269		
Email:	mmorris@perkinscoie.com		
Correspondent Name:	Michelle Morris		
Address Line 1:	2901 North Central Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	55016-4005 HOTEL ALLEGRO		
NAME OF SUBMITTER:	Attorney		

CH \$65.00 2234997

Signature:	/Michelle M. Morris/
Date:	04/25/2007
Total Attachments: 8 source=Allegro Assignment Agreement#page1.tif source=Allegro Assignment Agreement#page2.tif source=Allegro Assignment Agreement#page3.tif source=Allegro Assignment Agreement#page4.tif source=Allegro Assignment Agreement#page5.tif source=Allegro Assignment Agreement#page6.tif source=Allegro Assignment Agreement#page7.tif source=Allegro Assignment Agreement#page8.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2007 ("Effective Date") by and between **PALMET VENTURE, L.L.C.**, an Illinois limited liability company, with its principal office at 134 N. LaSalle Street, Suite 906, Chicago, IL 60602 ("Assignor"), and **KIMPTON HOTEL & RESTAURANT GROUP, LLC**, a Delaware limited liability company, with its principal office at 222 Kearny Street, Suite 200, San Francisco, CA 94108 ("Assignee").

WHEREAS, Assignor and CLPF - Bismarck Hotel Venture, L.P., a Delaware limited partnership ("Purchaser"), are parties to that certain Purchase and Sale Agreement dated as of September 14, 2006, as amended (the "Agreement"), and Assignee is an investor in Purchaser;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks, trade names and service marks owned by Assignor, if any, or any of its affiliates and used in connection with the Hotel (as defined in the Agreement) or the Restaurant (as defined in the Agreement), including, without limitation, the "Allegro" name and "312 Chicago" name, the United States trademark registrations set forth on Schedule A attached hereto, together with any related marks, logos or symbols, together with the right to use any and all slogans, derivations, trade secrets, know-how and trade dress and all other proprietary rights associated with such names, marks and slogans, owned by Assignor or its affiliates and the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) other than the right, title and interest of Kimpton Hotel & Restaurant Group, Inc., a California corporation, in and to the Marks, if any, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Marks

(including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Subject to the provisions and limitations of Section 8.13 of the Agreement, Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS ASSIGNMENT, (A) THE MARKS ARE HEREBY SOLD, ASSIGNED, TRANSFERRED AND CONVEYED TO ASSIGNEE ON AN "AS IS," "WHERE IS," "WITH ALL FAULTS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER, BY ASSIGNOR OR ASSIGNOR'S EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, TRUSTEES OR BENEFICIARIES; (B) ASSIGNEE HEREBY WAIVES, RELINQUISHES AND RELEASES ANY CLAIMS THAT ASSIGNEE WOULD OTHERWISE HAVE AGAINST ASSIGNOR FOR FAILURE TO DISCLOSE TO ASSIGNEE ANY DEFECTS IN THE MARKS INCLUDING SUCH DEFECTS OR MATTERS WHICH ASSIGNOR SHOULD BE AWARE OF OR WHICH COULD BE DISCOVERED THROUGH AN INSPECTION OF THE MARKS OR THE MARKS RECORDS; AND (C) ASSIGNOR HAS NO OBLIGATIONS TO REPAIR ANY DAMAGE TO OR DEFECT IN THE MARKS, REPLACE ANY OF THE MARKS OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE MARKS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS WARRANTED OR REPRESENTED IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AS TO THE MARKS: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIAL; AND (D) ANY IMPLIED OR EXPRESS WARRANTY WITH RESPECT TO THE CONDITION OF THE MARKS, THE MARKS' COMPLIANCE WITH ANY APPLICABLE LAWS, THE PAST OR PROJECTED FINANCIAL CONDITION OF THE MARKS (INCLUDING, WITHOUT LIMITATION, THE INCOME OR EXPENSES THEREOF) OR THE USES PERMITTED ON, THE

DEVELOPMENT REQUIREMENTS FOR, OR ANY OTHER MATTER OR THING
RELATING TO THE MARKS OR ANY PART THEREOF.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

PALMET VENTURE, L.L.C., an Illinois limited liability company

By: Palace Theatre, LLC, a Delaware limited liability company

Its: Managing Member

By: RERC/PalMet, L.L.C., an Illinois limited liability company

Its: Managing Member

By: _____

Name: Michael A. Moyer

Its: Managing Member

ASSIGNEE:

KIMPTON HOTEL & RESTAURANT GROUP, LLC, a Delaware limited liability company

By: Kimpton Group Holding LLC, a Delaware limited liability company, its sole member

By: _____

Name: Joseph E. Long

Its: Executive Vice President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

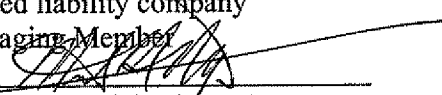
PALMET VENTURE, L.L.C., an Illinois limited liability company

By: Palace Theatre, LLC, a Delaware limited liability company

Its: Managing Member

By: ~~RERC/PalMet, L.L.C.~~, an Illinois limited liability company

Its: ~~Managing Member~~

By: 
Name: Michael A. Moyer
Its: Managing Member

ASSIGNEE:

KIMPTON HOTEL & RESTAURANT GROUP, LLC, a Delaware limited liability company

By: Kimpton Group Holding LLC, a Delaware limited liability company, its sole member

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 11th day of January 2007, there appeared before me Michael A. Moyer, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority as the managing member of RERC/Palmet, L.L.C., an Illinois limited liability company, as the managing member of Palace Theatre, LLC, a Delaware limited liability company, as the managing member of PalMet Venture, L.L.C., an Illinois limited liability company.



Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } ss.

On 1-09-07, before me, Martha Mellblom,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joe Long
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,
Martha Mellblom
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

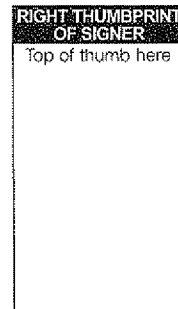
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No./ Registration No.	Registration Date	Mark	Country
2,449,410 5/8/2001	75/251,892 3/4/1997	HOTEL ALLEGRO CHICAGO	US
2,234,997 3/23/1999	75/251,892 3/4/1997	ALLEGRO HOTEL CHICAGO	US
81329 10/28/1997		HOTEL ALLEGRO CHICAGO	ILLINOIS