

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFDH Associates, L.P.		06/30/2005	LIMITED PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SFD Union Square, LLC		
Street Address:	c/o Oxford Lodging Advisory & Investment Group, LLC		
Internal Address:	50 California Street, Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1067912	SIR FRANCIS DRAKE	
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:	trademarkPHX@perkinscoie.com		
Correspondent Name:	Michelle M. Morris		
Address Line 1:	2901 N. Central Ave.		
Address Line 2:	Suite 2000		
Address Line 4:	Phoenix, ARIZONA 85012-2788		
ATTORNEY DOCKET NUMBER:	55016-4000 SIR FRANCIS DR		
NAME OF SUBMITTER:	Michelle M. Morris		
Signature:	/Michelle M. Morris/		

CH \$40.00 1067912

Date:

10/15/2007

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made as of the 30th day of June, 2005 by and between SFDH Associates, L.P., a California limited partnership ("*Assignor*"), and SFD Union Square, LLC, a Delaware limited liability company ("*Assignee*").

RECITALS

A. Reference is made to certain real property and improvement thereon commonly known as The Sir Francis Drake Hotel and located at 450 Powell Street, San Francisco, California, which real property is more thoroughly described in attached Schedule 1 (the "*Property*"). Concurrently herewith, Assignor has sold to Assignee all of Assignor's interest in the Property pursuant to that certain Purchase and Sale Agreement dated as of April 19, 2005, by and between Assignor and Oxford Lodging Union Square, LLC (as amended and assigned to Assignee, the "*Purchase Agreement*"). Initially capitalized terms not defined herein shall have the meanings given to them in the Purchase Agreement.

B. In connection with the sale of the Property to Assignee, Assignor assigned to Assignee all of Assignor's interest in the following: all trademarks, service marks, trade dress, logos, trade names, brand names and corporate names used in connection with the ownership or operation of the Property, specifically in and to the names "Sir Francis Drake" and "Starlite Room"; and all trademarks, service marks, trade dress, logos and symbols used in connection with such names to the extent Assignor has exclusive rights thereto; and all additions to any of the foregoing, replacements thereof and substitutions therefore (except as specifically excluded under the Purchase Agreement), including, without limitation, those trademarks with United States registrations more particularly identified on Exhibit A attached hereto and incorporated by reference herein (collectively, the "*Intellectual Property*").

C. Assignor desires to further document the assignment to Assignee all of Assignor's entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of the entire right, title and interest of Assignor in and to the Intellectual Property and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, together with the business to which the Intellectual Property pertains and the goodwill associated with the business in connection with which the Intellectual Property has been used.

2. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged

with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Intellectual Property and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Intellectual Property.

3. Attorneys' Fees. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees and defense costs.

4. Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment of Intellectual Property.

5. Binding Effect and Governing Law. This Assignment of Intellectual Property is binding on Assignor, and its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of California without regard to the conflict or choice of law rules of California or any other jurisdiction.

6. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[SIGNATURE PAGE FOLLOWS]

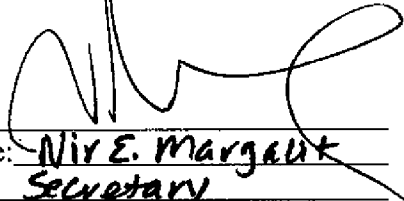
IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property after the date and year first written above and acknowledge and agree that the terms indicated herein shall be effective as of that date.

ASSIGNOR:

SFDH ASSOCIATES, L.P.,
a California limited partnership

By: Starlite-Drake Associates, L.P.,
a California limited partnership
its General Partner

By: Starlite-Drake Holding, Inc.,
a California corporation
its General Partner

By: 
Name: Nir E. Margalit
Title: Secretary

[Signature Page to Trademark Assignment]

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TRADEMARK
REEL: 003640 FRAME: 0257

ASSIGNEE:

SFD UNION SQUARE, LLC,
a Delaware limited liability company

By: SFD Mezz, LLC,
a Delaware limited liability company,
its Sole Member

By: SFD Partners, LLC,
a Delaware limited liability company,
its Sole Member

By: Oxford Lodging Union Square, LLC,
a Delaware limited liability company,
its Managing Member

By: Oxford Lodging Advisory & Investment Group, LLC,
a Delaware limited liability company,
its Manager

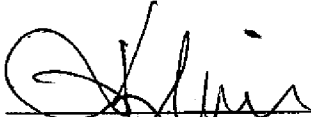
By: 
Robert D. Kline
President

EXHIBIT A

Name	Country	Filing Date	Registration #	Issue Date
Sir Francis Drake	USA	09/16/1976	1,067,912	06/14/1977

SCHEDULE 1

Description of the Property

LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO
AND DESCRIBED AS FOLLOWS:

CITY OF SAN FRANCISCO

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF
SUTTER STREET AND THE EASTERLY LINE OF POWELL STREET; RUNNING
THENCE EASTERLY ALONG SAID LINE OF SUTTER STREET, 115 FEET AND 9
INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY, 138 FEET AND 5 INCHES;
THENCE AT A RIGHT ANGLE WESTERLY, 115 FEET AND 9 INCHES TO THE
EASTERLY LINE OF POWELL STREET; THENCE AT A RIGHT ANGLE NORTHERLY
ALONG SAID LINE OF POWELL STREET, 138 FEET AND 5 INCHES TO THE POINT OF
BEGINNING.

BEING A PORTION OF 50 VARA BLOCK NO. 142

LOT 008, BLOCK 0295

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