

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
Greenfield Standard LLC		04/14/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HOTELSAB LLC
Street Address:	23 E. 4th Street, formerly 295 Lafayette Street
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2272545	THE STANDARD
Registration Number:	2293007	STANDARD
Registration Number:	2661294	STND
Registration Number:	2747808	STANDARD SOUNDS
Serial Number:	76518504	STANDARD SPA
Serial Number:	77189399	STANDARD STEAK
Serial Number:	78711608	STANDARD SUSHI
Serial Number:	78834589	STND.

CORRESPONDENCE DATA

Fax Number: (212)983-8903
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-983-8900
 Email: palersp@aol.com

OP \$215.00 2272545

Correspondent Name: Sheldon Palmer
Address Line 1: 630 Third Avenue
Address Line 2: 23rd Floor
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	1251-33A
NAME OF SUBMITTER:	Sheldon Palmer
Signature:	/sheldon palmer/
Date:	04/30/2008

Total Attachments: 8

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**ASSIGNMENT AND ASSUMPTION
OF TRADEMARK AND COPYRIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK AND COPYRIGHTS (the "Agreement"), is made and entered into as of April 11, 2008, by and between GREENFIELD STANDARD LLC, a Delaware limited liability company, having its principal place of business at 50 North Water Street, South Norwalk, CT 06845 ("Assignor") and HOTELSAB LLC, a Delaware limited liability company, having its principal place of business at 295 Lafayette Street, New York, NY 10012 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, individually and collectively, (i) the trademarks, trade names and service marks described on Exhibit A attached hereto and the copyrights described on Exhibit B attached hereto and (ii) any additional trademarks, trade names, service marks and copyrights owned by Assignor and used by Assignor or Assignee in connection with the management, franchise, marketing, advertising and/or promotion of the "Standard" brand of hotels owned by affiliates of Assignor and Assignee, including any and all registrations and applications therefor, (collectively the "Trademark" or the "Copyright" as the case may be);

WHEREAS, Assignor, as Licensor, and Assignee, as Licensee, entered into that certain Trademark License Agreement, dated as of October 15, 2003 (the "Trademark Agreement"), pursuant to which Assignor granted a license to Assignee to use the Trademark;

WHEREAS, Assignor and Assignee, concurrent with the execution of this Agreement, have executed that certain Termination Agreement pursuant to which the Trademark Agreement shall be terminated; and

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to accept from Assignor the Trademark and the Copyright pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer.

Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks and registrations thereof and applications therefore, together with (i) the goodwill of the business symbolized by the Trademarks, (ii) all causes of action, claims and demands or other rights for, or arising

from, any infringement, dilution, unfair competition, or other violation of the Trademarks, (iii) all causes of action, claims and demands or other rights for, or arising from, any infringement of the Copyrights, and (iv) all rights corresponding thereto throughout the world.

With respect to any Trademarks which are or were filed on the basis of Assignor's "intent to use" such Trademarks and as to which a verified statement of use or amendment to allege use has not yet been filed with the U.S. Patent and Trademark Office as of the date hereof, the parties acknowledge that Assignee is a successor to the business of the Assignor or to the portion of the business to which such Trademarks apply, which business is ongoing and existing.

Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and delivers to Assignee and its successors and assigns and Assignee hereby accepts all of Assignor's right, title and interest in and to the Copyrights and the registrations thereof.

2. Acceptance. Assignee hereby accepts the Trademarks and the Copyrights, and hereby assumes all of Assignor's rights, powers, duties and obligations with respect thereto. Assignee agrees to be bound by the terms of any agreement with respect to the Trademarks and Copyrights to which it is or becomes a party.

3. Releases. (a) In consideration of the mutual covenants set forth herein, Assignor, for itself and its successors and assigns (the "Assignor Releasor Parties"), hereby remises, releases and forever discharges Assignee and its successors, assigns, officers, employees, shareholders and affiliates (collectively, the "Assignee Released Parties") from and against any and all actions, causes of action, suits, debts, covenants, contracts, damages, judgments, claims and demands whatsoever (whether known or unknown, foreseen or unforeseen) which the Assignor Releasor Parties may have now or hereafter have or claim to have against any Assignee Released Party at law or in equity, in connection with or arising out of (directly or indirectly) the ownership of the Trademarks and Copyrights from the beginning of time up to and including the date hereof; provided, however, that the foregoing shall not apply with respect to claims relating to fraud, willful misconduct and gross negligence or claims arising out of this Agreement.

(b) In consideration of the mutual covenants set forth herein and upon receipt of the Trademark and Copyrights, Assignee, for itself and its successors and assigns (the "Assignee Releasor Parties"), hereby remises, releases and forever discharges Assignor and its successors, assigns, officers, employees, shareholders and affiliates (collectively, the "Assignor Released Parties") from and against any and all actions, causes of action, suits, debts, covenants, contracts, damages, judgments, claims and demands whatsoever (whether known or unknown, foreseen or unforeseen) which the Assignee Releasor Parties may have now or hereafter have or claim to have against any Assignor Released Party at law or in equity, in connection with or arising out of (directly or indirectly) the ownership of the Trademarks and Copyrights from the beginning of time up to and including the date hereof; provided, however, that the foregoing shall not apply with respect to claims relating to fraud, willful misconduct and gross negligence.

4. Representations. (I) Assignor hereby represents, warrants, and covenants to Assignee that as of the effect date hereof:

(a) This is an assignment of all of Assignor's right, title and interest in, to and under the Trademarks and Copyrights, including but not limited to those rights assigned to Assignor pursuant to that certain Assignment of Trademarks by and between Standard Holdings, LLC and Assignor dated as of October 15, 2003. Except pursuant to that Trademark License Agreement dated as of October 15, 2003 by and between Greenfield Standard LLC and HotelsAB Standard Brand LLC, Assignor has not assigned any rights in the Trademarks and Copyrights to any other party.

(b) This Agreement constitutes a legal, valid, and binding obligation of Assignor, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent conveyance or similar laws and by equitable principles (whether enforcement is sought in a proceeding at law or in equity).

(II) Assignee hereby represents, warrants, and covenants to Assignor that as of the effect date hereof:

(a) This is an assumption of all of Assignor's obligations relating to the Trademarks and Copyrights.

(b) This Agreement constitutes a legal, valid, and binding obligation of Assignee, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent conveyance or similar laws and by equitable principles (whether enforcement is sought in a proceeding at law or in equity).

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Assignor and Assignee and their respective heirs, successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. A facsimile counterpart executed by the parties hereto will be deemed to be an original.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Delaware, without regard to its principles of conflicts of law.

8. Further Assurances. Assignor shall execute, acknowledge and deliver, upon the written request of Assignee, any and all such further agreements or instruments as may be reasonably required for carrying out the purpose and intent of this

Agreement and to transfer to Assignee all of Assignor's rights, title and interests in, to and under the Trademarks and Copyrights; provided that such instruments of further assurance shall not enlarge the obligations of Assignor hereunder.

9. Limitations. This Agreement is made without any representation or warranty, express or implied, including any implied representation or warranty under the Uniform Commercial Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

GREENFIELD STANDARD LLC,
a Delaware limited liability company

By: 
Name: _____
Title: Paul Allieri
Senior Vice President

ASSIGNEE:

HOTELSAB LLC, a Delaware limited liability
company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

GREENFIELD STANDARD LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

HOTELSAB LLC, a Delaware limited liability
company

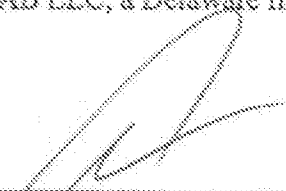
By: 
Name: Andre' Balazs
Title: Chairman & CEO

EXHIBIT A

Trademark

<u>Mark</u>	<u>Country</u>	<u>Reg./Appl. Serial No.</u>
STANDARD	United States	2,293,007
STANDARD	CTM (Europe)	001850395
THE STANDARD	United States	2,272,545
THE STANDARD	Canada	TMA529,599
STANDARD SOUNDS	United States	2,747,808
STANDARD SPA	United States	76/518,504
STND	United States	2,661,294
STANDARD SUSHI	United States	78/711,608
STND.	United States	78/834,589
STANDARD STEAK	United States	77/189,399
STANDARD and LOGO	common law TM	
STANDARD (UPSIDE DOWN)	common law TM	

EXHIBIT B

Copyright

<u>Copyright</u>	<u>Reg. No</u>
STANDARDHOTEL.COM--THE STANDARD DOWNTOWN LA WEBSITE CONTENT	TX 6-299-138
STANDARDHOTEL.COM : THE STANDARD HOLLYWOOD	TX 6-183-102
STANDARDHOTEL.COM--the MIAMI STANDARD	TX 6-586-297