

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/21/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J. H. NEVADA, INC.		01/03/2008	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	James Hotel Management Company, LLC
Street Address:	500 West 37th Street
Internal Address:	c/o Denihan Hospitality Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77190504	THE JAMES CLUB
Serial Number:	78235289	JAMES
Serial Number:	78304610	JAMES CLUB
Serial Number:	77022256	THE JAMES
Serial Number:	78304648	JAMES HOTEL
Registration Number:	3285447	THE JAMES
Registration Number:	2903895	JAMES
Registration Number:	2907303	J BAR

CORRESPONDENCE DATA

Fax Number: (212)258-2291
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-765-5070

CH \$215.00 77190504

Email: tmdocny@fr.com, mva@fr.com
Correspondent Name: Fish & Richardson P.C.
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 13259

NAME OF SUBMITTER: David R. Francescani

Signature: /DRF mva/

Date: 05/28/2008

Total Attachments: 3

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EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS, dated as of January 3, 2008, by and between J.H. Nevada, Inc. ("Assignor") and James Hotel Management Company, LLC ("Assignee").


WHEREAS, Assignor and Assignee have entered into that certain Trademark Conveyance Agreement, dated as of December 21, 2007 (the "Conveyance Agreement"), all terms of which are incorporated herewith, pursuant to which Assignor agreed to assign to Assignee the Assigned Trademarks (as defined in the Conveyance Agreement), as fully set forth in the Conveyance Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to all trademarks and service marks identified in Schedule A (the "Assigned James Trademarks"), together with all goodwill connected with the use thereof, symbolized thereby, and associated therewith; and

NOW THEREFORE, for good and valuable consideration as set forth in the Conveyance Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- I. Transfer. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest in and to the Assigned James Trademarks, all goodwill symbolized thereby and associated therewith and all rights to sue and recover damages for past infringement thereof, and acknowledges that this assignment is being executed in connection with the sale of the business of Assignor to which said Assigned James Trademarks pertain, which business is ongoing and existing.
- II. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States issue and record the title of Assignee as owner of all right, title, and interest in and to the Assigned James Trademarks.
- III. Governing Law. This instrument shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.
- IV. Counterparts. This instrument may be executed by facsimile signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- V. Headings. The headings contained in this instrument are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument.
- VI. Conveyance Agreement Controls. The provisions of this instrument are subject to the terms and conditions of the Conveyance Agreement. To the extent that any provision of this instrument is inconsistent with the Conveyance Agreement, the provisions of the Conveyance Agreement will control.

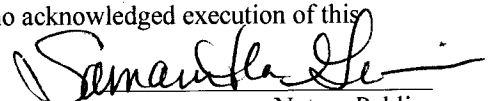
In testimony whereof, **Assignor** has signed below, by its respective duly authorized legal representatives, on this 3rd day of January, 2008.


 JH Nevada, Inc.

 By: Donato Errico
 Title: President

STATE OF ~~NEW YORK~~ HAWAII
COUNTY OF ~~NEW YORK~~ KAUAI

On this 3rd day of January 2008, before me appeared **Assignor**, who acknowledged execution of this Assignment as a free act by such Assignor.


 Notary Public

ACKNOWLEDGMENT On behalf of **Assignee**, I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the trademarks set forth in Schedule A.

 By: David Duncan
 Authorized Signatory

EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS, dated as of January 3, 2008, by and between J.H. Nevada, Inc. ("Assignor") and James Hotel Management Company, LLC ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Trademark Conveyance Agreement, dated as of December 21, 2007 (the "Conveyance Agreement"), all terms of which are incorporated herewith, pursuant to which Assignor agreed to assign to Assignee the Assigned Trademarks (as defined in the Conveyance Agreement), as fully set forth in the Conveyance Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to all trademarks and service marks identified in Schedule A (the "Assigned James Trademarks"), together with all goodwill connected with the use thereof, symbolized thereby, and associated therewith; and

NOW THEREFORE, for good and valuable consideration as set forth in the Conveyance Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- I. Transfer. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest in and to the Assigned James Trademarks, all goodwill symbolized thereby and associated therewith and all rights to sue and recover damages for past infringement thereof, and acknowledges that this assignment is being executed in connection with the sale of the business of Assignor to which said Assigned James Trademarks pertain, which business is ongoing and existing.
- II. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States issue and record the title of Assignee as owner of all right, title, and interest in and to the Assigned James Trademarks.
- III. Governing Law. This instrument shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.
- IV. Counterparts. This instrument may be executed by facsimile signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
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In testimony whereof, **Assignor** has signed below, by its respective duly authorized legal representatives, on this 3rd day of January, 2008.

JH Nevada, Inc.

By: Donato Errico
Title: President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 3rd day of January 2008, before me appeared **Assignor**, who acknowledged execution of this Assignment as a free act by such Assignor.

Notary Public

ACKNOWLEDGMENT On behalf of **Assignee**, I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the trademarks set forth in Schedule A.

By: David Duncan
Authorized Signatory

Schedule A
ASSIGNED JAMES TRADEMARKS

Mark	Serial No./Reg. No.	Jurisdiction
THE JAMES	Reg. No. 3,285,447	U.S.
JAMES	Reg. No. 2,903,895	U.S.
J BAR	Reg. No. 2,907,303	U.S.
THE JAMES CLUB	Serial No. 77/190,504	U.S.
JAMES	Serial No. 78/235,289	U.S.
JAMES CLUB	Serial No. 78/304,610	U.S.
THE JAMES	Serial No. 77/022,256	U.S.
JAMES HOTEL	Serial No. 78/304,648	U.S.
THE GYM	S19629	New York