

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
OXFORD 2005 LLLP		03/22/2007	Limited Liability Limited Partnership: COLORADO
RECEIVING PARTY DATA			
Name:	OXFORD 2005 HOLDINGS, LLC		
Street Address:	1512 Larimer Street		
Internal Address:	Suite 800		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75685847	CRUISE ROOM	
CORRESPONDENCE DATA			
Fax Number:	(303)830-2016		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-839-8700		
Email:	reilly@iplawdenver.com		
Correspondent Name:	Ellen Reilly		
Address Line 1:	1325 East 16th Avenue		
Address Line 4:	Denver, COLORADO 80218		
ATTORNEY DOCKET NUMBER:	7585-T-39		
NAME OF SUBMITTER:	Ellen Reilly		
Signature:	/ellen reilly/		

CH \$40.00 75685847

Date:

10/10/2008

Total Attachments: 4

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**ASSIGNMENT OF SPACE LEASES, CONTRACTS,
RESERVATIONS, MARKS, PERMITS AND MISCELLANEOUS ASSETS**

This Assignment (the "Assignment") is made and given as of the 22nd day of March, 2007 by **OXFORD 2005 LLLP**, a Colorado limited liability limited partnership ("Assignor") by and between Assignor and **OXFORD 2005 HOLDINGS, LLC**, a Colorado limited liability company ("Assignee").

WHEREAS, by special warranty deed dated substantially an even date herewith, Assignor has transferred to Assignee that certain real property located in the City and County of Denver, Colorado and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Real Property");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to assume certain additional property related to the Real Property under the terms and conditions of this Assignment;

NOW, THEREFORE, IT IS AGREED THAT:

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over unto Assignee, all of the right, title, and interest of Assignor and of any Named Party, in, to, and under the following described property to have and to hold the same unto Assignee, its legal representatives, successors and assigns, forever (collectively, the "Assigned Assets"):

(a) All leases, subleases, licenses, concessions, and other agreements for the use or occupancy of any portion of the Real Property (including any guarantee with respect to any obligation thereunder and all security and other deposits held by or on behalf of Assignor, all related lease files and all tenant payment history documentation) excluding, however the current management agreement for the Real Property which will be assigned by separate agreement.

(b) All service contracts, maintenance contracts, purchase orders, leases, and other contracts or agreements, including equipment leases capitalized for accounting purposes, booking and reservation agreements, credit card service agreements, and any amendments thereto and including all deposits made thereunder, with respect to the ownership, maintenance, operation, provisioning, or equipping of the Real Property, as well as written warranties and guaranties relating thereto, if any, including, but not limited to, those relating to heating and cooling equipment and/or mechanical equipment.

(c) All licenses, permits, certificates, authorizations, registrations, and approvals issued by any governmental authority used in or relating to the construction, ownership, occupancy, or operation of any part of the Real Property, together with any deposits made by Assignor or for the benefit of Assignor thereunder.

(d) All of Assignor's right, title and interest in and to all presently effective and assignable warranties, guaranties, representations or covenants given to or made in favor of Assignor in connection with the acquisition, development, construction, maintenance, repair, renovation, operation or inspection of any of the Real Property, including any made under any construction contracts and the service or maintenance contracts.

(e) Agreements for the use or occupancy of guest rooms and meeting and banquet facilities or other facilities of the Real Property, including any off-site catering, for any time after the date of this Assignment, including all deposits held by or on behalf of Assignor with respect thereto.

(f) Any and all till money and house banks, and all checks, travelers' checks, and bank drafts paid by guests of the Real Property.

(g) All contract rights, service marks, copyrighted identifying materials, tradenames, trademarks, logos, copyrights, goodwill, and other items of intangible personal property relating to the ownership and operation of the Real Property.

For purposes hereof, "Named Party" shall mean any person or entity which has executed as agent or under apparent authority, on behalf of Assignor or its managing agent, any document or instrument which would be considered an Assigned Asset hereunder.

Assignee does hereby accept the foregoing assignment subject to the terms hereof, and (a) hereby assumes the obligations of Assignor under the Assigned Assets hereby assigned accruing after the date hereof and (b) hereby agrees to indemnify, defend and hold harmless Assignor and its partners, trustees, officers, directors, employees, beneficiaries, shareholders, members, managers, advisors, and other agents and each of their respective partners, trustees, beneficiaries, employees, officers, directors, members, managers and shareholders from and against all duties and obligations accruing from and after the date hereof. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and its partners, trustees, officers, directors, employees, beneficiaries, shareholders, members, managers, advisors, and other agents and each of their respective partners, trustees, beneficiaries, employees, officers, directors, members, managers and shareholders from and against all duties and obligations accruing prior to the date hereof.

Assignee acknowledges that Assignor has not made and does not make any representations or warranties of any kind whatsoever, oral or written, express or implied, with respect to any of the Assigned Assets.

This Assignment may be executed in several counterparts and all counterparts so executed shall constitute one Assignment, binding on all the parties hereto and thereto, notwithstanding that all the parties are not signatories to the same counterpart.


IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment the day and year first above written.

ASSIGNOR:

OXFORD 2005, LLLP, a

Colorado limited liability limited partnership

By: Cornerstone Oxford Company, Inc., a
Colorado corporation
Its General Partner

By: 


Walter L. Isenberg, President

ASSIGNEE:

OXFORD 2005 HOLDINGS, LLC, a

Colorado limited liability company

By: Oxford 2005, LLLP, a
Colorado limited liability limited partnership
By: Cornerstone Oxford Company, Inc., a
Colorado corporation
Its General Partner

By: 

Walter L. Isenberg, President

EXHIBIT A

Legal Description

Parcel A:

Condominium Unit Nos. 002, 103 and 202
1637 WAZEE CONDOMINIUM,

As defined in the Condominium Declaration for 1637 Wazee Condominium, recorded in the records of the City and County of Denver, Colorado, on November 12, 2002 at Reception No. 2002213660, and as further described in the Condominium Map for 1637 Wazee Condominium recorded in said records on November 12, 2002 at Reception No. 2002213661, City and County of Denver, State of Colorado.

Parcel B:

The rear 53.1 feet of Lots 1 through 6, except the Southwest 5.01 feet of the Southeast 53.10 feet of Lot 6, Block 15,
EAST DENVER,
City and County of Denver, State of Colorado.

Parcel C:

Lots 28 through 32, Block 15,
EAST DENVER,
City and County of Denver, State of Colorado.

Parcel D:

Leasehold estate created by Parking Structure Lease Agreement dated April 26, 1999 and Memorandum of such leasehold entitled Short Form Lease Agreement dated April 26, 1999, recorded April 30, 1999 at Reception No. 9900076940, in the records of the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, as to the following described property:

Lots 1 through 8, Block 20,
EAST DENVER,
City and County of Denver, State of Colorado.