

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Subordination of Pledge

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CPS1 Realty LP		10/10/2008	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HSBC Bank USA, National Association
<b>Street Address:</b>	452 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1455862	PP THE PLAZA
Registration Number:	1217869	PP
Registration Number:	1389501	THE PLAZA
Registration Number:	1428110	THE PLAZA
Serial Number:	77111298	PP THE PLAZA
Serial Number:	77111337	PP THE PLAZA
Serial Number:	77112078	PP THE PLAZA
Serial Number:	77116137	PP THE PLAZA
Serial Number:	77165544	P P THE PLAZA
Serial Number:	77111172	THE PLAZA
Serial Number:	77111321	THE PLAZA
Serial Number:	77112077	THE PLAZA
Serial Number:	77116124	THE PLAZA
Serial Number:	77165463	THE PLAZA

CH \$490.00 1455862

Serial Number:	77116027	OAK BAR
Serial Number:	77116023	OAK ROOM
Serial Number:	77118188	OAK ROOM AND BAR
Serial Number:	77584470	THE NEW YORK PLAZA
Serial Number:	77584599	PALM COURT

**CORRESPONDENCE DATA**

Fax Number: (212)805-5571  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-801-9200  
Email: schlossd@gtlaw.com  
Correspondent Name: Daniel I. Schloss, Greenberg Traurig,LLP  
Address Line 1: 200 Park Avenue, 34th Floor  
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	047055.012900
NAME OF SUBMITTER:	Daniel I. Schloss
Signature:	/Daniel I. Schloss/
Date:	10/17/2008

**Total Attachments: 18**  
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**SUBORDINATION AND STANDSTILL AGREEMENT  
OF PLAZA IP HOLDINGS PLEDGE (CPS 1 REALTY)**

**THIS SUBORDINATION AND STANDSTILL AGREEMENT OF PLAZA IP HOLDINGS PLEDGE (CPS 1 REALTY)** (this "**Agreement**"), dated as of October 10, 2008, among **HSBC BANK USA, NATIONAL ASSOCIATION** ("**HSBC**"), a bank organized under the laws of the United States of America, having an address at 452 Fifth Avenue, New York, New York 10018, as agent ("**Agent**") for itself in its individual capacity as a lender and other co-lenders that may exist from time to time (together with HSBC in its individual capacity as a lender, the "**Lenders**"), and **CPS 1 REALTY LP**, a Delaware limited partnership, having an address c/o El-Ad Group, Ltd., 575 Madison Avenue, New York, New York 10022 ("**CPS 1 Realty**").

RECITALS

WHEREAS, Plaza IP Holdings LLC USA ("**Pledgor**") is the legal and beneficial owner of all tradenames, trademarks, internet websites, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the real property located at 768 Fifth Avenue, New York, New York, as more particularly described on Exhibit B attached hereto and made a part hereof ("**The Plaza**"), including without limitation, all right, title and interest in and to the United States Trademark and Service Mark registrations set forth on Schedule I attached hereto and made a part hereof (collectively, the "**Trademark Registrations**"), the trademark and service mark applications set forth on Schedule II attached hereto and made a part hereof (collectively, the "**Trademarks Applications**") and the domain names set forth on Schedule III attached hereto and made a part hereof (collectively, the "**Domain Names**"; together with the Trademark Registrations and the Trademark Applications and in each case including all renewals thereof, collectively, the "**IP Rights**"); and

WHEREAS, Pledgor licensed certain of the IP Rights to CPS 1 Realty pursuant to (i) that certain Trademark License Agreement, dated as of April 7, 2006, between Pledgor and CPS 1 Realty (the "**Trademark Agreement**"), and that certain Domain Name License Agreement, dated as of April 7, 2006, between Pledgor and CPS 1 Realty (the "**Domain Name Agreement**"; together with the Trademark Agreement, collectively, the "**License Agreement**"); and

WHEREAS, pursuant to that certain Plaza IP Holdings Pledge and Security Agreement (CPS 1 Realty), dated April 7, 2006 (the "**Junior Pledge Agreement**") Pledgor pledged and granted to CPS 1 Realty, as collateral security for the performance of Pledgor's obligations under the License Agreement, a perfected security interest in all of Pledgor's right, title and interest in the IP Rights and other Collateral (as defined in the Junior Pledge Agreement) (the "**Junior Lien**"); and

WHEREAS, CPS 1 Realty filed that certain UCC-1 Financing Statement naming Pledgor as Debtor and CPS 1 Realty as Secured Party and having filing number #62312866 with the Delaware Secretary of State on July 5, 2006 (the "**Junior Financing Statement**"); and

WHEREAS, CPS 1 Realty filed that certain UCC-1 Financing Statement naming Pledgor as Debtor and CPS 1 Realty as Secured Party and having filing number 62915569 with the Delaware Secretary of State on August 21, 2006 (the "**Duplicate Junior Financing Statement**"); and

WHEREAS, Agent intends to file a UCC-3 Financing Statement to terminate the Duplicate Junior Financing Statement; and

WHEREAS, Lenders are making three loans in the aggregate principal amount of \$220,000,000 (collectively, the "**Loan**") pursuant to (i) that certain Second Amended and Restated Acquisition Loan Agreement (Hotel), dated of even date herewith, among CPS 1 Realty, Agent and the Lenders a party thereto (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "**Acquisition Loan Agreement**"), (ii) that certain Second Amended and Restated Building Loan Agreement (Hotel), dated of even date herewith, among CPS 1 Realty, CPS 1 Realty Debt LLC, a Delaware limited liability company ("**Borrower**," together with CPS 1 Realty, the "**CPS Entities**"), Agent and the Lenders a party thereto (together with all extensions, renewals, modifications, substitutions, and amendments thereof, the "**Building Loan Agreement**"), and (iii) that certain Second Amended and Restated Project Loan Agreement (Hotel), dated of even date herewith, among the CPS Entities, Agent and the Lenders a party thereto (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "**Project Loan Agreement**"; together with the Acquisition Loan Agreement and the Building Loan Agreement, the "**Loan Agreement**"); and

WHEREAS, the License Agreement has been assigned to Lenders as of the date hereof pursuant to that certain Amended and Restated Acquisition Loan Mortgage, Assignment of Leases and Rents and Security Agreement, that certain Amended and Restated Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement, and that certain Consolidated, Amended and Restated Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement, each dated of even date herewith between CPS 1 Realty and Agent; and

WHEREAS, Pledgor is an Affiliate of the CPS Entities and will benefit from the Loan; and

WHEREAS, in connection with the Loan, Pledgor is granting a security interest in the IP Rights and certain other Collateral (as defined in the Senior Pledge Agreement) to Agent as security for the CPS Entities' performance of its obligations under the Loan Agreement and the other Loan Documents, pursuant to that certain Plaza IP Holdings Pledge and Security Agreement (Hotel), dated of even date herewith (the "**Senior Pledge Agreement**" and the security interest granted thereby, the "**Senior Lien**"); and

WHEREAS, on the date hereof, Agent intends to file a UCC-1 Financing Statement with respect to the IP Rights and the Collateral (as defined in the Senior Pledge Agreement) with the Delaware Secretary of State naming Pledgor as Debtor and Agent as Secured Party (the "**Senior Financing Statement**").

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CPS 1 Realty hereby agrees with Agent as follows:

#### AGREEMENT

1. CPS 1 Realty hereby acknowledges and agrees that the Junior Pledge Agreement and any other documents evidencing or securing the Junior Lien, including, without limitation, the Junior Financing Statement (collectively, the "**Junior Lien Documents**") are hereby subject and subordinate to the Senior Pledge Agreement and any other document evidencing or securing the Senior Lien, including, without limitation, the Senior Financing Statement (collectively, the "**Senior Lien Documents**"). All of the terms, covenants and conditions of the Junior Lien Documents are hereby, and shall continue to be, subordinate to all of the terms, covenants and conditions of the Senior Lien Documents. The foregoing shall apply, notwithstanding the availability of other collateral to the Agent and the Lenders under the Loan Documents or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Lien Documents and the Junior Lien Documents

2. In addition, without limiting the foregoing, CPS 1 Realty hereby agrees that all rights of CPS 1 Realty under the Junior Lien Documents to the IP Rights and the other Collateral (as defined in the Junior Pledge Agreement) shall be expressly subject and subordinate to the rights of Agent and Lenders in and to the IP Rights and the other Collateral (as defined in the Senior Pledge Agreement) pursuant to the Senior Lien Documents.

3. CPS 1 Realty hereby represents and warrants that (a) it is now the owner and holder of the Junior Lien Documents; (b) the Junior Lien Documents are now in full force and effect; (c) the Junior Lien Documents have not been modified or amended except as provided in Section 5 below; and (d) Pledgor is not in default in the observance and/or performance of any of the obligations thereunder required to be observed and performed by Pledgor.

4. CPS 1 Realty shall not, without the prior written consent of Agent, foreclose on the Junior Lien, take possession or control of the IP Rights or the other Collateral (as defined in the Junior Pledge Agreement) or exercise any other remedies available to CPS 1 Realty pursuant to the Junior Lien Documents.

5. CPS 1 Realty acknowledges that on the date hereof, Agent will file the Senior Financing Statement and CPS 1 Realty hereby authorizes Agent to also file a UCC-3 Amendment to the Junior Financing Statement, in the form attached hereto as Exhibit A, which will subordinate the Junior Financing Statement to the to the Senior Financing Statement.

6. None of the terms or provisions of this Agreement may be waived, amended, or otherwise modified except by a written instrument executed by the party against which enforcement of such waiver, amendment, or modification is sought. This Agreement shall be binding upon and shall inure to the benefit of each parties successors and assigns.

7. CPS 1 Realty agrees to execute and deliver such further documents and to do such other acts and things as Agent may reasonably request in order fully to effect the purposes of this Agreement including, with limitation, to confirm the continued subordination of the Junior Pledge Documents and Junior Lien to the Senior Pledge Documents and Senior Lien.

8. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**9. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

10. Each party hereto hereby submits to the jurisdiction of the Courts of the State of New York and the United States District Court of the Southern District of New York for the purpose of resolution of any and all actions brought hereunder. Each party hereto irrevocably waives any objections, including without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction.

**11. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

12. This Agreement shall terminate upon the payment in full in cash of the Loan.

13. This Agreement and the consent hereto may be executed in counterparts, all of which, taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Any capitalized term not defined herein shall have the meaning as set forth in the Loan Agreement.

**[NO FURTHER TEXT ON THIS PAGE]**

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

**CPS 1 REALTY LP:**

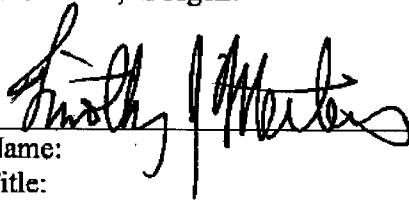
CPS 1 REALTY LP, a Delaware limited partnership

By: Sheena A. Arbit  
Name: Sheena A. Arbit  
Title: Secretary

*[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]*

**AGENT:**

**HSBC BANK USA, NATIONAL  
ASSOCIATION**, a national banking  
association, as Agent

By:  \_\_\_\_\_  
Name:  
Title:



**EXHIBIT A**  
**FORM OF UCC-3 AMENDMENT**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

John Zizzo, Esq.  
 CADWALADER, WICKERSHAM & TAFT LLP  
 One World Financial Center  
 New York, New York 10281

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
 62312866 (Filed 7/5/2006)

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

This filing and the security interest evidenced by that certain UCC-1 Financing Statement filed under Initial Filing #62312866, filed 7/5/06, are subject and subordinate to that certain financing statement Filing # \_\_\_\_\_, filed \_\_\_\_\_, 2008, with Plaza IP Holdings, as Debtor, and HSBC Bank USA, National Association, as Secured Party.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
 CPS 1 Realty LP

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA  
 (25012.205 Subordination of IP Filing) To be filed with the Delaware Secretary of State

## **EXHIBIT B**

### **LEGAL DESCRIPTION**

(Legal Description of Hotel and Condo Hotel Units)

#### **PARCEL I**

The Condominium Units in the building known as The Plaza Condominium and located at and known as and by street number 768 Fifth Avenue , designated and described as the Transient Hotel Unit and the Condo Hotel Units (hereinafter collectively called the "Unit") in the Declaration (hereinafter called the "Declaration") made by CPS I Realty LP under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated March 13, 2006 and recorded March 23, 2006 in the Office of the Register of The City of New York, County of New York as CRFN 2006000164230, as amended by that certain Amended and Restated Declaration dated as of March 13, 2006 and to be filed immediately prior hereto (herein collectively called the "Declaration") establishing a plan for Condominium ownership of said Building and the land upon which the same is erected (hereinafter sometimes collectively called the "Property") and also designated and described as Tax Lot Nos. 1303 (Transient Hotel Unit) and 1304-1455 (Condo Hotel Units) in Block 1274 of Section 5, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Costas Kondylis & Partners LLP on March 2, 2006 and filed as Condominium Plan No. 1508 and as Map No. 2006000164231 on March 23, 2006 in the aforesaid Register' s Office.

Together with an undivided percent interest in the Common Elements (as such term is defined in the Declaration) as more particularly described below:

The land upon which the Building containing the Unit is erected is described as follows:

#### **FORMER LOT 25:**

**ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, COUNTY, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING at the corner formed by the intersection of the northerly side of West 58th Street with the westerly side of Fifth Avenue Plaza;

RUNNING THENCE northerly along the westerly side of Fifth Avenue Plaza, 200 feet 10 inches to the corner formed by the intersection of the southerly side of West 59th Street with the said westerly side of Fifth Avenue Plaza;

THENCE westerly along the southerly side of West 59th Street, 250 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the center line of the block;

THENCE westerly parallel with West 59th Street and along said center line, 35 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the northerly side of West 58th Street;

THENCE Easterly along the northerly side of West 58th Street, 285 feet to the first mentioned corner, the point or place of BEGINNING.

Fifth Avenue Plaza is now known as Grand Army Plaza.

59th Street is now known as Central Park South.

**HOTEL UNITS**

<b>Transient Hotel Unit</b>	<b>Tax Lot</b>	<b>Percentage Interest In Common Elements</b>
THU	1303	12.3760%

<u>Condo Hotel Unit</u>	<u>Tax Lot</u>	<u>Percentage Interest In Common Elements</u>
1127	1305	0.1484%
1129	1306	0.1344%
1130	1307	0.1455%
1131	1308	0.1392%
1132	1309	0.0872%
1134	1311	0.1144%
1135	1312	0.1027%
1137	1314	0.0766%
1138	1315	0.0851%
1226	1321	0.1128%
1227	1322	0.1123%
1230	1324	0.1455%
1231	1325	0.1392%
1232	1326	0.0872%
1233	1327	0.0975%
1234	1328	0.1144%
1235	1329	0.1027%
1236	1330	0.0811%
1331	1342	0.1392%
1333	1344	0.0975%
1334	1345	0.1144%
1335	1346	0.1027%
1336	1347	0.0811%
1339	1350	0.1710%
1340	1351	0.1514%
1426	1355	0.1128%
1431	1359	0.1392%
1432	1360	0.0872%
1433	1361	0.0975%
1434	1362	0.1144%
1435	1363	0.1027%
1436	1364	0.0811%
1439	1367	0.1710%
1440	1368	0.1514%
1526	1372	0.1128%
1530	1375	0.1455%

1531	1376	0.1392%
1532	1377	0.0872%
1533	1378	0.0975%
1534	1379	0.1144%
1535	1380	0.1027%
1536	1381	0.0811%
1537	1382	0.0766%
1538	1383	0.0851%
1539	1384	0.1710%
1540	1385	0.1514%
1541	1386	0.0933%
1626	1389	0.1128%
1627	1390	0.1123%
1629	1391	0.1175%
1630	1392	0.1455%
1631	1393	0.1392%
1632	1394	0.0872%
1633	1395	0.0975%
1634	1396	0.1144%
1635	1397	0.1027%
1636	1398	0.0811%
1637	1399	0.0766%
1638	1400	0.0851%
1639	1401	0.1710%
1726	1406	0.1128%
1727	1407	0.0962%
1729	1408	0.1234%
1731	1410	0.1295%
1732	1411	0.0872%
1733	1412	0.1179%
1734	1413	0.1144%
1735	1414	0.0822%
1736	1415	0.0811%
1737	1416	0.1244%
1738	1417	0.0851%
1739	1418	0.1199%
1823	1422	0.1081%
1825	1423	0.1010%
1826	1424	0.1128%
1827	1425	0.0924%
1829	1426	0.1112%
1830	1427	0.1455%
1831	1428	0.1178%
1832	1429	0.0872%
1833	1430	0.1078%
1834	1431	0.1144%

1836	1433	0.0811%
1837	1434	0.1176%
1838	1435	0.0851%
1839	1436	0.1078%
1840	1437	0.1514%
1841	1438	0.0814%
1930	1439	0.1455%
1931	1440	0.1891%
1932	1441	0.0872%
1933	1442	0.0880%
1934	1443	0.1144%
1935	1444	0.1159%
1936	1445	0.0811%
1937	1446	0.0811%
1941	1449	0.0882%
PH2030	1450	0.2595%
PH2032	1451	0.2439%
PH2034	1452	0.2374%
PH2036	1453	0.2349%
PH2038	1454	0.2632%
PH2040	1455	0.3897%

## SCHEDULE I

### Registered Trademarks

#### United States Trademark Applications and Registrations

Mark: PP THE PLAZA (& DESIGN)

U.S. Trademark Reg. No. 1,455,862

Registered: September 1, 1987

Filed: November 21, 1986

For: "hotel and restaurant services"

Mark: PP (Stylized)

U.S. Trademark Reg. No. 1,217,869

Registered: November 23, 1982

Filed: August 25, 1980

For: "nightclub services; hotel, restaurant and catering services"

Mark: THE PLAZA

U.S. Trademark Reg. No. 1,389,501

Registered: April 8, 1986

Filed: September 9, 1985

For: "hotel and restaurant services"

Mark: THE PLAZA

U.S. Trademark Reg. No. 1,428,110

Registered: February 10, 1987

Filed: July 7, 1986

For: "metal key holders; ties, scarves and robes; candy sold exclusively on applicant's premises; newsletters and books on a variety of topics; champagne, wine and cognac"



## SCHEDULE II

### Trademark Applications

Mark: PP THE PLAZA (& DESIGN)  
U.S. Trademark Serial Number: 77/111,298  
Filed: February 20, 2007  
For: "condominium hotel services"

Mark: PP THE PLAZA (& DESIGN)  
U.S. Trademark Serial Number: 77/111,337  
Filed: February 20, 2007  
For: "online retail store services featuring clothing and souvenirs, rendered in connection with and relating to a luxury resort hotel property identified by the mark"

Mark: PP THE PLAZA (& DESIGN)  
U.S. Trademark Serial Number: 77/112,078  
Filed: February 21, 2007  
For: "real estate brokerage featuring luxury condominium and luxury condominium hotel units; real estate leasing featuring luxury condominium and luxury condominium hotel units and retail space for luxury shops and boutiques located within a luxury resort hotel property identified by the mark; real estate management of luxury condominium and luxury condominium hotel units and related retail space for luxury shops and boutiques located within a luxury resort hotel property identified by the mark"

Mark: PP THE PLAZA (& DESIGN)  
U.S. Trademark Serial Number: 77/116,137  
Filed: February 26, 2007  
For: "casinos"

Mark: PP THE PLAZA (& DESIGN)  
U.S. Trademark Serial Number: 77/165,544  
Filed: April 25, 2007  
For: "mattresses and pillows"

Mark: THE PLAZA  
U.S. Trademark Serial Number: 77/111,172  
Filed: February 20, 2007  
For: "condominium hotel services"

Mark: THE PLAZA  
U.S. Trademark Serial Number: 77/111,321  
Filed: February 20, 2007  
For: "online retail store services featuring clothing and souvenirs, rendered in connection with and relating to a luxury resort hotel property identified by the mark"

Mark: THE PLAZA

U.S. Trademark Serial Number: 77/112,077

Filed: February 21, 2007

For: "real estate brokerage featuring luxury condominium and luxury condominium hotel units; real estate leasing featuring luxury condominium and luxury condominium hotel units and retail space for luxury shops and boutiques located within a luxury resort hotel property identified by the mark; real estate management of luxury condominium and luxury condominium hotel units and related retail space for luxury shops and boutiques located within a luxury resort hotel property identified by the mark"

Mark: THE PLAZA

U.S. Trademark Serial Number: 77/116,124

Filed: February 26, 2007

For: "casinos"

Mark: THE PLAZA

U.S. Trademark Serial Number: 77/165,463

Filed: April 25, 2007

For: "mattresses and pillows"

Mark: OAK BAR

U.S. Trademark Serial Number: 77/116,027

Filed: February 26, 2007

For: "beverage glassware, barware, namely, cocktail shakers, cocktail picks, mugs; shot glasses; tea sets, tea pots, tea kettles, tea services, serving platters"

Mark: OAK ROOM

U.S. Trademark Serial Number: 77/116,023

Filed: February 26, 2007

For: "beverage glassware, barware, namely, cocktail shakers, cocktail picks, mugs; shot glasses; tea sets, tea pots, tea kettles, tea services, serving platters"

Mark: OAK ROOM AND BAR

U.S. Trademark Serial Number: 77/118,188

Filed: February 26, 2007

For: "beverage glassware, barware, namely, cocktail shakers, cocktail picks, mugs; shot glasses; tea sets, tea pots, tea kettles, tea services, serving platters"

Mark: THE NEW YORK PLAZA

U.S. Trademark Serial Number: 77/584,470

Filed: October 2, 2008

For: "casinos; hotel, bar, and restaurant services"

Mark: PALM COURT

U.S. Trademark Serial Number: 77/584,599

Filed: October 2, 2008

For: "restaurant services"

**SCHEDULE III**

**Domain Names**

Plazahotel.com  
Theplazahotel.com  
Theplazahotelnewyork.com  
ThePlaza.com