

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
MOTC, L.P.		10/15/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Rosewood Hotels and Resorts, L.L.C.		
Street Address:	500 Crescent Court		
Internal Address:	Suite 300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2277694	THE MANSION ON TURTLE CREEK	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	62128-096 (ASSIGNMENT)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 2277694

Date:

06/24/2009

Total Attachments: 1

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ASSIGNMENT

This ASSIGNMENT is made as of the 15th day of October, 2007, by and between MOTC, L.P., a Texas limited partnership located at 7701 Forsyth Blvd., Suite 1025, St. Louis MO 63105 ("Assignor") on the one hand, and Rosewood Hotels and Resorts, L.L.C., a Delaware limited liability company located at 500 Crescent Court, Suite 300, Dallas TX 75201 ("Assignee") on the other hand.

WHEREAS, Assignor owns the trademark THE MANSION ON TURTLE CREEK in connection with hotel and restaurant services, as well U.S. Reg. No. 2,277,694 and all goodwill associated therewith (collectively the "Trademark");

WHEREAS, Assignee is purchasing the Trademark from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to promptly execute all documents (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignor will bear all costs resulting from Assignor's delay.

MOTC, L.P.

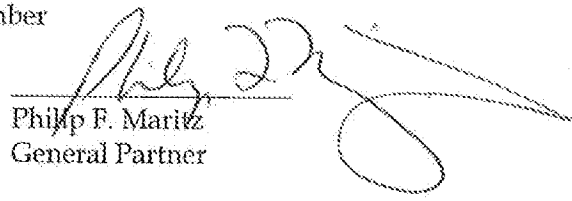
By: HOTEL VALUE FUND, L.P.,
General Partner

By: Hotel Equity Fund VI, L.P.,
General Partner


By: Hotel Capital Partners VI, L.P.,
General Partner

By: MW Partners VI, L.L.C.,
Administrative General Partner

By: Maritz Family Partners, L.P.,
Member

By: 
Philip F. Maritz
General Partner

ROSEWOOD HOTELS AND RESORTS, L.L.C.

By: 
John M. Scott III
Chief Executive Officer and President