

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/17/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royalton LLC		06/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgans Group LLC		
Street Address:	475 10th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1974811	ROYALTON	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com, mburke@mwe.com, kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	227 West Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	52602-012		
NAME OF SUBMITTER:	Michelle C. Burke		

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Signature:	/Michelle C. Burke/
Date:	06/26/2009
Total Attachments: 1 source=royalton assignment#page1.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, **ROYALTON LLC**, a Delaware limited liability company, with offices at 475 10th Avenue, New York, NY 10018 (the "Assignor"), has adopted and used and was the sole and exclusive owner of the trademark ROYALTON, U.S. Reg. No. 1,974,811, and of all of the goodwill of the business appurtenant thereto (the "Trademark");

WHEREAS, **MORGANS GROUP LLC**, a Delaware limited liability company, with a principal place of business at 475 10th Avenue, New York, NY 10018 (the "Assignee"), acquired the Trademark from Assignor in the course of a corporate reorganization that took place in the first quarter of 2006;

WHEREAS, the Assignor wishes to herein confirm and memorialize said assignment and transfer of the Trademark to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, the entire right, title and interest in and to the Trademark, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

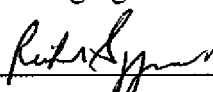
This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed, effective *nunc pro tunc* February 17, 2006.

Royalton LLC

By: Morgans Group LLC, its sole member;

By: Morgans Hotel Group Co., its managing member

By:  _____

Name: Richard Szymanski

Title: Chief Financial Officer

Date: _____

Accepted by:

Morgans Group LLC

By: Morgans Hotel Group Co., its managing member

By:  _____

Name: Marc Gordon

Title: Chief Investment Officer

Date: _____