

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/22/2010		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SFD Union Square, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Huskies Owner LLC		
Street Address:	2 Bethesda Metro Center, Suite 1530		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1067912	SIR FRANCIS DRAKE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)296-8031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4157308143		
Email:	leila.ahlstrom@kimptongroup.com		
Correspondent Name:	Kimpton Hotel & Restaurant Group, LLC		
Address Line 1:	222 Kearny Street, Suite 200		
Address Line 2:	Attn: Leila Ahlstrom		
Address Line 4:	San Francisco, CALIFORNIA 94108		
NAME OF SUBMITTER:	Leila Ahlstrom		
Signature:	/leila ahlstrom/		

OP \$40.00 1067912

**900175908**

**TRADEMARK  
 REEL: 004418 FRAME: 0827**

Date:

11/19/2010

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 22 day of June, 2010 by and between SFD Union Square, LLC, a Delaware limited liability company ("Assignor"), and Huskies Owner LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks, along with the United States registration for such trademarks more particularly identified on Schedule A attached hereto and incorporated herein by reference (the "Trademarks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions entered into on May 20, 2010 (the "Purchase and Sale Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor certain property, including without limitation, the Trademarks; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's entire right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase and Sale Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and delivers to Assignee, and Assignee hereby receives and accepts from Assignor, all of the entire right, title and interest of Assignor in and to the Trademarks and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, and the goodwill associated with the business in connection with which the Trademarks have been used.

2. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Attorney's Fees. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but limited to, reasonable attorneys' fees and defense costs.

4. Binding Effect and Governing Law. This Assignment is binding on Assignor, and its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of California without regard to the conflict or choice of law rules of California or any other jurisdiction.

5. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

6. Further Assurance. Assignor and Assignee agree to cooperate with each other and to perform such further acts, to execute and deliver any and all further documents that may be

reasonably necessary or desirable to effectuate the purposes of this Assignment and refrain or forbear from any act that would be inconsistent with the purpose of this Assignment.

**[signature pages to follow]**

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

**“ASSIGNOR”**

**“ASSIGNEE”**

**SFD UNION SQUARE, LLC,**  
a Delaware limited liability company

**HUSKIES OWNER LLC.,**  
a Delaware limited liability company

By: SFD Mezz, LLC,  
a Delaware limited liability company,  
its sole member

By: Thomas C. Fisher  
Name: Thomas C. Fisher  
Title: Vice President

By: SFD Partners, LLC,  
a Delaware limited liability company,  
its sole member

By: Oxford Lodging Union Square, LLC,  
a Delaware limited liability company,  
its managing member

By: The Chartres Lodging Group, LLC,  
a Delaware limited liability company,  
its manager

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

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

**"ASSIGNOR"**

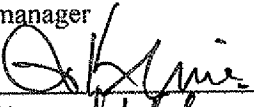
**SFD UNION SQUARE, LLC,**  
a Delaware limited liability company

By: SFD Mezz, LLC,  
a Delaware limited liability company,  
its sole member

By: SFD Partners, LLC,  
a Delaware limited liability company,  
its sole member

By: Oxford Lodging Union Square, LLC,  
a Delaware limited liability company,  
its managing member

By: The Chartres Lodging Group, LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Rob Klene  
Title: \_\_\_\_\_

**"ASSIGNEE"**

**HUSKIES OWNER LLC.,**  
a Delaware limited liability company

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

**SCHEDULE A**

<b><u>Country</u></b>	<b><u>Name</u></b>	<b><u>Reg. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
United States	Sir Francis Drake	1,067,912	9/16/1976	6/14/1977

**BILL OF SALE**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SFD UNION SQUARE, LLC, a Delaware limited liability company ("Seller"), in connection with the sale of certain real property located in the City of San Francisco, County of San Francisco, California, which is more particularly described in the Purchase Agreement (as defined below), hereby grants, assigns, transfers, conveys and delivers to HUSKIES OWNER LLC, a Delaware limited liability company ("Purchaser"), without recourse and without any representation or warranty (except to the extent expressly provided in the Purchase Agreement), all of Seller's right, title and interest in and to the "Personal Property" and "Consumable Inventory", as such terms are defined in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of May 20, 2010, between Seller and Purchaser, as amended from time to time (as amended, the "Purchase Agreement"). This Bill of Sale shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of June 22, 2010.

**SELLER:**

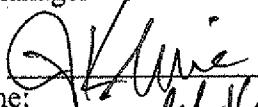
SFD UNION SQUARE, LLC,  
a Delaware limited liability company

By: SFD Mezz, LLC,  
a Delaware limited liability company,  
its sole member

By: SFD Partners, LLC,  
a Delaware limited liability company,  
its sole member

By: Oxford Lodging Union Square, LLC,  
a Delaware limited liability company,  
its managing member

By: The Chartres Lodging Group, LLC,  
a Delaware limited liability company,  
its manager

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