

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Kierland Resort Company, LLC		05/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Host Hotels & Resorts, L.P.		
<b>Street Address:</b>	6903 Rockledge Drive		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20817		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3154649		
Registration Number:	3149303	FORE-MAX	
Registration Number:	2894363	DESEO	
Registration Number:	2787276	TREASURING THE ESSENCE OF ARIZONA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-4000		
Email:	docketing@finnegan.com		
Correspondent Name:	David M. Kelly		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	7866.0023/0024/0025		
NAME OF SUBMITTER:	David M. Kelly		

OP \$115.00 3154649

**900186657**

**TRADEMARK**  
**REEL: 004499 FRAME: 0366**

Signature:	/david m kelly/
Date:	03/17/2011
<b>Total Attachments: 6</b> source=Assignment from Kierland Resort Company LLC to Host Hotels & Resorts LP#page1.tif source=Assignment from Kierland Resort Company LLC to Host Hotels & Resorts LP#page2.tif source=Assignment from Kierland Resort Company LLC to Host Hotels & Resorts LP#page3.tif source=Assignment from Kierland Resort Company LLC to Host Hotels & Resorts LP#page4.tif source=Assignment from Kierland Resort Company LLC to Host Hotels & Resorts LP#page5.tif source=Assignment from Kierland Resort Company LLC to Host Hotels & Resorts LP#page6.tif	

**AGREEMENT OF PURCHASE AND SALE**

**(The Westin Kierland Resort & Spa)**

**THIS AGREEMENT OF PURCHASE AND SALE** ("Agreement") is made as of May 17, 2006 ("Contract Date"), between (i) Host Hotels & Resorts, L.P., a Delaware limited partnership ("Purchaser"), and (ii) The Kierland Resort Company, LLC, a Delaware limited liability company ("Seller").

**RECITALS**

A. Seller is the owner of that certain real property more particularly described on Exhibit A attached hereto and made a part hereof, being a 732 room destination resort commonly known as "The Westin Kierland Resort & Spa" located at 6902 East Greenway Parkway in Phoenix, Maricopa County, Arizona.

B. Purchaser desires to purchase the hotel property from Seller and Seller desires to sell the hotel property to Purchaser on the following terms and conditions.

**ARTICLE 1. INTERPRETATION**

**1.1 Definitions.** For purposes of this Agreement, the following capitalized terms shall have the meanings indicated:

1.1.1 **Accountants:** KPMG LLP.

1.1.2 **Accounting Firm:** as defined in Section 10.8.

1.1.3 **Action:** any action, suit, arbitration, governmental investigation or other legal proceeding.

1.1.4 **Additional Compensation Agreement:** Restrictive Covenant/Additional Compensation Agreement between Seller and PHXAZ dated December 4, 2000 recorded in the Official Records as Instrument No. 2000-0925645.

1.1.5 **Application Fee:** shall have the meaning ascribed to such term in Section 8(f)(ii) of the Deed of Trust.

1.1.6 **Apportionment Time:** 12:01 a.m. (Phoenix, Arizona time) on the Closing Date.

1.1.7 **Appurtenances:** (i) all rights, ways, easements, privileges, water rights, and appurtenances to the Land, (ii) all strips and gores appurtenant to the Land, and (iii) any land lying in the bed of any streets, roads and alleys appurtenant to the Land.

1.1.35 **Golf Manager:** Troon Golf L.L.C.

1.1.36 **Guest Ledger:** All charges accrued to the open accounts of any guests or customers of the Hotel as of the Apportionment Time for the use or occupancy of any guest, conference or banquet rooms or other facilities at the Hotel, and restaurant, bar or banquet services, or any other goods or services provided by or on behalf of Seller at the Hotel.

1.1.37 **Hazardous Substance:** any pollutant, contaminant or any toxic, radioactive or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, asbestos, and toxic mold, in each case as regulated under Environmental Laws.

1.1.38 **Hotel:** shall mean the resort, spa, and golf course commonly known as "The Westin Kierland Resort & Spa" located on the Land.

1.1.39 **Improvements:** the buildings, structures (surface and sub-surface), installations and other improvements, including such fixtures and appurtenances as shall constitute real property, located on the Land.

1.1.40 **Intellectual Property:** (i) all trademarks, service marks, trade dress, logos and trade names used in connection with the Hotel (other than the names "Westin" and "Kierland" and any related marks, trade dress, and logos), together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all trademarks or business or corporate names confusingly similar thereto in relation to any goods or services, and all applications, registrations, and renewals in connection therewith, (ii) all copyrightable works, all copyrights, and applications, registrations, and renewals in connection therewith, and (iii) all software used in connection with the ownership and operation of the Hotel (including data, passwords, source codes and related documentation), but excluding the Excluded Property.

1.1.41 **Interim Liquor Agreement:** as defined in Section 5.7.2.

1.1.42 **Inventories:** all sundry, gift shop and other merchandise held for resale at the Hotel.

1.1.43 **Land:** the real property more particularly described on Exhibit A, together with all right, title and interest of Seller in and to any Appurtenances with respect to such real property.

1.1.44 **Legal Requirement:** any federal, state, local or municipal constitution, law, statute, ordinance, rule, order or regulation.

1.1.45 **Lender:** LaSalle Bank, N.A., in its capacity as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG3 Commercial Mortgage Pass-Through Certificates, Series 2005-GG3 (as assignee of Archon Financial, L.P.)

1.1.46 **Lender Consent:** as defined in Section 5.10.2.

- 1.1.61 **Operating Year:** as defined in the Management Agreement.
- 1.1.62 **Parking Spaces Agreement:** Parking Spaces Use Agreement dated August 6, 2001, between Seller and the City, a Memorandum of which is recorded in the Official Records as Instrument No. 2001-0731261, a Supplement to which Memorandum is recorded in the Official Records as Instrument No. 2004-0007507.
- 1.1.63 **Permits:** all governmental licenses, permits and permissions used in or relating to the Property.
- 1.1.64 **Permitted Exceptions:** collectively, the matters approved or deemed approved by Purchaser in accordance with Section 5.2.
- 1.1.65 **Person:** a natural person or any legal or governmental entity.
- 1.1.66 **PHXAZ:** PHXAZ Limited Partnership, a Texas limited partnership affiliated with Seller.
- 1.1.67 **Pool Settlement Agreement:** Settlement Agreement dated December 5, 2005, among Seller, Sundt Construction, Inc., an Arizona corporation, and Paddock Pool Construction Co., an Arizona corporation.
- 1.1.68 **Property:** (i) the Land, (ii) all right, title and interest of Seller in and to the Improvements located on the Land, (iii) all right, title and interest of Seller in and to the Furnishings, Consumables, Inventories, Miscellaneous Hotel Assets, assignable Permits and assignable Intellectual Property, and (iv) all right, title and interest of Seller in, to and under the Contracts, the Management Agreement, and the Seller Contracts; but excluding the Excluded Property.
- 1.1.69 **Purchase Price:** as defined in Section 2.2.1.
- 1.1.70 **Purchaser:** as defined in the Preamble.
- 1.1.71 **Purchaser Indemnified Parties:** as defined in Section 7.5.1.
- 1.1.72 **Purchaser's Designee:** Host Kierland LLC, a Delaware limited liability company.
- 1.1.73 **Purchaser's Knowledge (and words of similar effect):** the actual current and conscious knowledge of Douglas W. Henry, without any obligation to review any files or make inquiry of any Person. No knowledge of any other Person shall be imputed to Purchaser.
- 1.1.74 **Restrictive Covenant:** as defined in Section 7.2.5.
- 1.1.75 **Seller:** as defined in the Preamble.

**1.10 No Construction Against Drafter.** This Agreement has been negotiated and prepared by Seller and Purchaser and their respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

**1.11 Including.** The term "including," and variants thereof, shall mean "including without limitation."

## **ARTICLE 2. SALE OF PROPERTY**

**2.1 Sale and Purchase.** Subject to and in accordance with the terms of this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Property.

**2.2 Purchase Price.**

**2.3 Allocation of Purchase Price.**


**2.4 Condition of Property.**

2.4.1 Purchaser acknowledges that (i) Purchaser has been given a reasonable opportunity to inspect and investigate the Property, all improvements thereon and all aspects relating thereto, including all of the physical, environmental and operational aspects of the Property, either independently or through agents and experts of Purchaser's choosing, and

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the Contract Date:

**SELLER:**

**THE KIERLAND RESORT COMPANY, LLC.**  
a Delaware limited liability company

By:   
Name: E. GREGORY MOWATT  
Its: SENIOR VICE PRESIDENT

**PURCHASER:**

**HOST HOTELS & RESORTS, L.P.**, a Delaware  
limited partnership

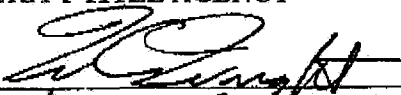
By: Host Hotels & Resorts, Inc., its general  
partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**JOINDER OF ESCROW AGENT**

The undersigned is joining this Agreement to evidence its agreement to receive, hold and disburse the Deposit in accordance with the terms of the Agreement.

**SECURITY TITLE AGENCY**

By:   
Name: WILLIAM C. WRIGHT  
Its: ESCROW OFFICER

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the Contract Date:

**SELLER:**

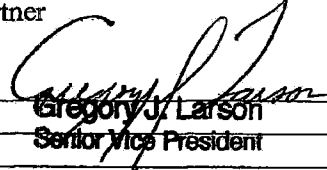
**THE KIERLAND RESORT COMPANY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**PURCHASER:**

**HOST HOTELS & RESORTS, L.P.,** a Delaware  
limited partnership

By: Host Hotels & Resorts, Inc., its general  
partner

By:  \_\_\_\_\_  
Name: **Gregory J. Larson**  
Its: **Senior Vice President**

**JOINDER OF ESCROW AGENT**

The undersigned is joining this Agreement to evidence its agreement to receive, hold and disburse the Deposit in accordance with the terms of the Agreement.

**SECURITY TITLE AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_