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
Larkspur Hotels, LLC		II04/01/2011 I	LIMITED LIABILITY
			COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Larkspur Hotels and Restaurants
Street Address:	125 E. Sir Francis Drake Blvd., Suite 200
City:	Larkspur
State/Country:	CALIFORNIA
Postal Code:	94939
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2999408	LL LARKSPUR LANDING HOME SUITE HOTEL
Registration Number:	3489664	
Registration Number:	3100004	LARKSPUR HOTEL
Registration Number:	2994571	FEATHERBORNE
Registration Number:	3125907	LARKSPUR HOSPITALITY
Registration Number:	3401713	LARKSPUR
Registration Number:	3054357	LARKSPUR COLLECTION
Registration Number:	3294083	LARKSPUR
Registration Number:	3272828	FEATHERBORNE
Registration Number:	3482457	LARKSPUR
Registration Number:	3457855	LARKSPUR LANDING
Registration Number:	3457886	LARKSPUR HOTELS & RESTAURANTS

CORRESPONDENCE DATA

TRADEMARK
REEL: 004544 FRAME: 0033

Fax Number: (415)957-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ydblack@duanemorris.com

Correspondent Name: Duane Morris LLP

Address Line 1: Spear Tower, One Market Plaza, Ste. 2200
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	R1710-00000
NAME OF SUBMITTER:	Yvette Black
Signature:	/Yvette Black/
Date:	05/18/2011

Total Attachments: 2

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TRADEMARK REEL: 004544 FRAME: 0034

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signatures hereinbelow,. The assignment made by this instrument is from Larkspur Hotels, LLC., a Delaware limited liability company, whose address is 125 E. Sir Francis Drake Blvd., Suite 200, Larkspur, California 94939 (hereinafter the "Assignor"), to Larkspur Hotels and Restaurants, a Delaware limited liability company, whose address is 125 E. Sir Francis Drake Blvd. Suite 200, Larkspur, California 94939 (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks and registrations therefor set out below (collectively herein "the Marks"):

TRADEMARK	COUNTRY	APPL. NO FILING DATE	REG NO. ISSUE DATE
Craftsman Rose Design	US	77172209 05/03/2007	3489664 08/19/2008
LL LARKSPUR LANDING HOME SUITE HOTEL & Design	US	75427660 02/02/1998	2999408 09/27/2005
LARKSPUR HOTEL	US	78420297 05/17/2004	3100004 06/06/2006
FEATHERBORNE	US	78373521 02/24/2004	2994571 9/13/2005
LARKSPUR HOSPITALITY	US	78550485 01/19/2005	3125907 08/08/2006
LARKSPUR	US	78594924 03/25/2005	3401713 03/25/2008
LARKSPUR COLLECTION & Design	US	78550484 01/19/2005	3054357 01/31/2006
LARKSPUR	US	78943189 08/02/2006	3294083 09/18/2007
FEATHERBORNE	US	78550480 01/19/2005	3272828 07/31/2007
LARKSPUR	US	78934120 07/20/2006	3482457 08/05/2008
LARKSPUR LANDING	US	77330617 11/15/2007	3457855 07/01/2008
LARKSPUR HOTELS & RESTAURANTS	US	77342370 12/03/2007	3457886 07/01/2008

TRADEMARK REEL: 004544 FRAME: 0035

TRADEMARK	COUNTRY	APPL. NO FILING DATE	REG NO. ISSUE DATE
THREE DEGREES	US	77342634 12/03/2007	3546078 12/16/2008

WHEREAS, Assignor owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove) on a worldwide basis. This assignment of all claims for damages by reason of past infringement(s) of the Marks includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officers of Assignor and Assignee represent that they have authority to execute this Assignment on behalf of Assignor and Assignee, respectively, and to carry out all obligations imposed hereunder. The undersigned have read, understand, and agree to the terms of this Assignment.

LARKSPUR HOTELS, LLC

ASSIGNOR

Ву: ____

Dated: [], 2011

LARKSPUR HOTELS AND RESTAURANTS, LLC

ASSIGNEE

_ /

Title:

Dated:

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