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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
Lakspur Hotels, LLC		104/01/2011	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: 1

Property 7	уре	Number	Word Mark
Registration Nur	nber:	3546078	THREE DEGREES

CORRESPONDENCE DATA

Fax Number: (415)957-3001 **Phone**: 415-957-3000

Email: masteiner@duanemorris.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Mark A. Steiner

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

ATTORNEY DOCKET NUMBER:	R1710-02601
NAME OF SUBMITTER:	Yvette Black
Signature:	/Yvette Black/

TRADEMARK
REEL: 004622 FRAME: 0735

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Date:	09/14/2011
Total Attachments: 2 source=Larkspur Assignment#page1.tif source=Larkspur Assignment#page2.tif	

TRADEMARK REEL: 004622 FRAME: 0736

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"):

COUNTRY	APPL, NO	REG NO.
COUNTRI	FILING DATE	ISSUE DATE
US	1	3489664
		08/19/2008
US		2999408
	02/02/1998	09/27/2005
		1
US		3100004
	05/17/2004	06/06/2006
US		2994571
	02/24/2004	9/13/2005
		3125907
US		08/08/2006
	01/19/2005	08/08/2006
	70504024	3401713
US		03/25/2008
	03/23/2003	03/23/2006
TIC	78550484	3054357
US		01/31/2006
	01/19/2003	01/51/2000
IIS	78943189	3294083
0.0		09/18/2007
US	78550480	3272828
	01/19/2005	07/31/2007
US	78934120	3482457
	07/20/2006	08/05/2008
	•	
		1.550.55
US		3457855
	11/15/2007	07/01/2008
		2457006
US		3457886 07/01/2008
	12/03/2007	07/01/2008
I	1	1
	US US US US US US US US	FILING DATE US 77172209 05/03/2007 US 75427660 02/02/1998 US 78420297 05/17/2004 US 78373521 02/24/2004 US 78550485 01/19/2005 US 78594924 03/25/2005 US 78550484 01/19/2005 US 78943189 08/02/2006 US 78934120 01/19/2005 US 78934120 01/19/2005

TRADEMARK REEL: 004622 FRAME: 0737

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

Dated: [], 2011

LARKSPUR HOTELS AND RESTAURANTS, LLC

ASSIGNEE

Title:

RECORDED: 09/14/2011