

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
SC Morgans/Delano LLC		12/15/2011	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: 3			
Property Type	Number	Word Mark	
Registration Number:	2948429	BLUE DOOR	
Registration Number:	2648615	BLUE DOOR	
Registration Number:	4022929	BLUE DOOR FISH	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
Phone:	312-372-2000		
Email:	kwalsh@mwe.com, mweipdocket@mwe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	52602-012		

NAME OF SUBMITTER:	Michelle C. Burke
Signature:	/Michelle C. Burke/
Date:	12/15/2011
Total Attachments: 2 source=morgans blue door assignment#page1.tif source=morgans blue door assignment#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, SC MORGANS/DELANO LLC., a Delaware limited liability company ("Assignor"), is the sole and exclusive owner of the trademarks, service marks, and trade names and registrations thereof listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto (the "Trademarks"); and

WHEREAS, Assignor desires to sell, transfer, and assign all of Assignor's right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to Morgans Group LLC, a Delaware limited liability company ("Assignee"),

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has 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 Trademarks, 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 Agreement to be executed as of this 15th day of December, 2011.

ASSIGNOR:
SC MORGANS/DELANO LLC

By: Morgans Group LLC, its Managing Member

By: Morgans Hotel Group Co., its Managing Member

By: Richard Szymanski

Name: Richard Szymanski

Title: Chief Financial Officer

ASSIGNEE:

MORGANS GROUP LLC

By: Morgans Hotel Group Co., its Managing Member

By: Richard Szymanski

Name: Richard Szymanski

Title: Chief Financial Officer

SCHEDULE A

Mark	Reg. No.	Goods/Services	Reg. Date
BLUE DOOR	2,948,429	Men's, women's, and children's clothing, namely shirts, t-shirts, hats, caps,	May 10, 2005
BLUE DOOR	2,648,615	Restaurant and bar services, catering and banquet services, hotel catering services	November 12, 2002
BLUE DOOR FISH	4,022,929	Restaurant, bar and catering services; providing banquet facilities; hotel food and beverage services	September 6, 2011
BLUE SEA	N/A	N/A	N/A
ROSE BAR	N/A	N/A	N/A

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