

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLT Domestic IP LLC		10/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Waldorf=Astoria Management LLC		
Street Address:	7930 Jones Branch Drive		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1297210	W-A	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.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:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	017308/362323		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

Date:

03/22/2012

**Total Attachments: 17**

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## MANAGER LICENSE AGREEMENT

This MANAGER LICENSE AGREEMENT (this "Agreement"), dated as of October 24, 2007 (the "Effective Date"), is between HLT Domestic IP LLC ("Licensor"), and Waldorf=Astoria Management LLC (the "Licensee").

### WITNESSETH:

WHEREAS, pursuant to certain Asset Contribution Agreements dated as of the Closing Date, certain entities have assigned to Licensor all of their right, title and interest in their IP Assets (as defined in the Operating Agreement dated as of the Closing Date (the "Operating Agreement")); capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, Licensor owns such IP Assets, which include the Trademark registrations and applications in the Territory (defined below) as set forth on Exhibit "A", which such Exhibit is annexed hereto and made a part hereof (the "Licensed Trademarks");

WHEREAS, Licensor owns such IP Assets, which also include certain trade secrets, proprietary and confidential information, know-how, ways of doing business, copyrightable and patentable works and all other Intellectual Property (other than Trademarks) used in connection with the operation of hotels under the Licensed Trademarks (the "Licensed Systems");

WHEREAS, Licensee wishes to use and license or sublicense others to use: (i) the Licensed Trademarks and the Licensed Systems; (ii) all other Trademarks used in connection with the operation of hotels under the Licensed Trademarks that Licensor has the right from their owners to sublicense to Licensee hereunder, including any such Trademarks set forth on Exhibit "B", which such Exhibit is annexed hereto and made a part hereof (the "Sublicensed Trademarks"); and (iii) all Intellectual Property other than Trademarks (including Software and systems, including computerized reservations systems and systems for billing, record-keeping, customer relations management, word processing, accounting and human resources management) used in connection with the operation of hotels under the Licensed Trademarks that Licensor has the right from its owner to sublicense to Licensee hereunder (the "Sublicensed Systems") (items (i)-(iii), collectively, the "Licensed IP") in connection with the management of hotels and resort properties (the "Licensed Activities") throughout the United States, its territories and possessions (the "Territory");

WHEREAS, Licensee, contemporaneous with the execution of this Agreement, has entered into other manager license agreements with Affiliates of Licensor (each an "Other Manager License Agreement" and collectively, the "Other Manager License Agreements") by

# SCHEDULE OF TRADEMARKS

## UNITED STATES

Mark	Class(es)	Status	Applic. No. or Reg. No.	Date
DOUBLE DIP (block)	42	Registered	1911958	08-15-95
DOUBLE DIPPING (block)	42	Registered	1910586	08-08-95
HHONORS (block)	42	Registered	1837199	05-17-94
HHONORS (block)	35	Registered	2552828	03-26-02
HHONORS (block)	16	Registered	2680272	12-28-03
POINT STRETCHERS (block)	35	Registered	2773584	10-14-03
POINTS & MILES (block)	42	Registered	2587522	07-02-02
POINTS & MILES (design)	42	Registered	2447958	05-01-01
POINTS & MILES (design)	35	Registered	2756064	08-26-03
POINTS OF INTEREST (block)	41, 43	Registered	2796392	12-16-03
SENIOR HHONORS (block)	42	Registered	1837209	05-17-94

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which Licensee may use and license or sublicense others to use the "Licensed IP" (as defined therein) in accordance with the terms and conditions of the Other Manager License Agreements; and

WHEREAS, Licensors desires to grant to Licensee a non-exclusive right and license or sublicense to use the Licensed IP in connection with its Licensed Activities, subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties do hereby agree as follows:

#### ARTICLE I -- OWNERSHIP

Licensee acknowledges that, as between the parties, Licensors (or the owners of the Sublicensed Trademarks (the "Sublicensed Trademark Owners") with respect thereto, or the owners of the Sublicensed Systems (the "Sublicensed Systems Owners"), with respect thereto) is the sole and exclusive owner of (i) the Licensed IP and any improvements thereto created or acquired by Licensee during the term of this Agreement and (ii) the Licensed Trademarks and the goodwill related thereto, and further that any goodwill created by Licensee's use of the Licensed Trademarks shall inure solely to the benefit of Licensors (or to the Sublicensed Trademark Owners). Licensee shall not, and shall not assist any other person to use, attempt to register or register any of the Licensed IP or contest or challenge the above rights of Licensors, the Sublicensed Trademark Owners or Sublicensed System Owners in and to the Licensed IP or the validity or enforceability of the Licensed IP or this Agreement. Licensee further acknowledges that Licensee, by reason of this Agreement, does not acquire any right, title, interest or other claim of ownership to the Licensed IP, other than the license or sublicense expressly granted under this Agreement. Licensors, on behalf of itself and the Sublicensed Trademark Owners and the Sublicensed Systems Owners, hereby reserves all rights not expressly granted herein.

#### ARTICLE 2 -- GRANT OF LICENSE

(a) Subject to the provisions of this Agreement, Licensors hereby grants to Licensee a non-exclusive right and license (or sublicense, with respect to the Sublicensed Trademarks and Sublicensed Systems) to use the Licensed IP within the Territory (including use of the Licensed Trademarks on the Internet) on and in connection with the Licensed Activities in accordance with Licensors' quality standards and specifications. REDACTED

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(b) During the term of this Agreement, if (i) Licensor creates or acquires any Intellectual Property that constitutes After Acquired IP Assets that are deemed to be owned by Licensor pursuant to the terms of the Operating Agreement, (ii) any Sublicensed Trademark Owner or any Sublicensed Systems Owner creates or acquires any Intellectual Property that Licensee has the right to sublicense hereunder, or (iii) Licensor or Licensee discovers any items of Intellectual Property that were inadvertently omitted from the Exhibits for inclusion in the Licensed IP (which shall not be deemed to breach Section 9(b)(A), if the other party is notified promptly of any such discovery), upon notice to the other party, they shall be deemed added to Exhibit "A" or "B" as applicable (or placed on a new Exhibit C if they are Intellectual Property other than Trademarks), and deemed included in the definition of "Licensed IP" as either "Licensed Trademarks" or "Licensed Systems" for all purposes hereunder.

(c) Licensor also hereby grants to Licensee the right to grant sublicenses (or sub-sublicenses, with respect to the Sublicensed Trademarks or Sublicensed Systems) of the Licensed IP within the Territory, (i) to suppliers of products under product sourcing agreements, and (ii) to manufacturers, distributors, advertisers, service providers or other agents or contractors, for use in connection with providing products or services to Licensee or other Sublicensees in furtherance of their licenses contemplated hereunder. Sublicensees shall have no further right to sublicense (or sub-sublicense, with respect to the Sublicensed Trademarks or Sublicensed Systems) the Licensed IP.

(d) Each Sublicensee of the Licensed IP (or sub-sublicensee of the Sublicensed Trademarks or Sublicensed Systems) (each a "Sublicensee"), shall enter into a written agreement with Licensee, which may be contained within a more comprehensive agreement (each, a "Sublicense Agreement") containing terms, including quality control and Trademark usage requirements, that are no less stringent than those required of Licensee under this Agreement. Licensee agrees that the provisions contained in each Sublicense Agreement shall not contravene any of the provisions contained herein. Licensee shall act as Licensor's designee to monitor the activities of the Sublicensees, including the quality of their goods and services and their compliance with their Sublicense Agreements.

(e) With respect to each Sublicensee, so long as the Sublicensee is not in default as of such termination date (beyond any period given to cure such default) under its Sublicense Agreement, the Sublicensee's rights to use the Licensed IP shall survive any termination of this Agreement, and Licensee's rights and obligations under the Sublicense Agreement shall automatically be assigned to and assumed by Licensor, such assignment and assumption to be effective as of the date of termination of this Agreement (the "Assignment Effective Date"). Each party agrees to indemnify the other party against any third-party claims, damages, losses or

liabilities arising from its breach of any Sublicense Agreement during the time in which it is a counterparty thereto. While Licensee is the counterparty thereto, Licensee agrees to be responsible to Licensor for each Sublicensee's compliance with the terms of the applicable Sublicense Agreement and the terms of this Agreement applicable to Sublicensees, and shall be liable to Licensor for any non-compliance by any Sublicensee with any such terms.

### ARTICLE 3 – QUALITY CONTROL

Licensee acknowledges and agrees that all goods and services sold by Licensee or its Sublicensees under the Licensed Trademarks (or the Sublicensed Trademarks) shall be deemed under the control of Licensor (or the owner of the Sublicensed Trademarks), as Licensee shall be considered a “related company” to such persons, as applicable, under Section 5 of the Lanham Act, 15 U.S.C. § 1055. The quality and specifications of the Licensed Activities to be offered by Licensee and any of its Sublicensees under the Licensed IP shall conform to the standards adopted and used by Licensor (and/or the applicable Intellectual Property owner). Licensor shall oversee Licensee's and its Sublicensees' use to confirm that Licensee and its Sublicensees use and continue to offer in the future the same, or substantially the same in all material respects, quality of products as Licensor (and/or the applicable Intellectual Property owner) in accordance with Licensor's (or such owner's) standards. Licensee shall cooperate fully in any such efforts and provide samples of materials bearing the Licensed Trademarks (or Sublicensed Trademarks) and take all other reasonable actions, at Licensor's (and/or the Trademark owner's) request, in connection with the foregoing.

### ARTICLE 4 – USE OF LICENSED IP; COMPLIANCE WITH LAWS

(a) Licensee covenants that it will not adopt or use any trademark, trade name, service mark or other source indicator which Licensor reasonably determines is likely to cause confusion with any of the Licensed Trademarks or the Sublicensed Trademarks. Licensee shall not use any Licensed Trademarks or Sublicensed Trademarks other than as authorized by the applicable Licensor in its sole discretion. Notwithstanding the foregoing, if Licensee does adopt any of the foregoing without such authorization by Licensor, Licensor shall be deemed the initial owner of all right, title and interest therein, and Licensee agrees to execute all assignments and other documents requested by Licensor to confirm, validate and/or effect such ownership.

(b) Licensee shall conduct the Licensed Activities and use the Licensed IP at all times in compliance with all applicable statutes, laws, regulations and rules (“Law”) and reputable industry practice. Licensee shall use the Licensed Trademarks and Sublicensed Trademarks with all notices and legends required by applicable Law or as reasonably requested by either Licensor (and/or the owner of the Sublicensed Trademarks) from time to time.

(c) Licensee shall not take any action that is reasonably likely to impair the validity, value or enforceability of the Licensed Trademarks or Sublicensed Trademarks or dilute, tarnish, disparage or reflect adversely on Licensor, the owner of the Sublicensed Trademarks or the Licensed Activities.

## ARTICLE 5 – NOTIFICATION OF INFRINGEMENT

(a) Licensee agrees to notify Licensor promptly of any adoption, use or registration in the Territory that may come to its attention, of any trademark, service mark, trade name, trading style, corporate name or other usage which Licensee knows (or reasonably should know) would materially infringe or impair, tend to impair or dilute Licensor's (or the owner of the Sublicensed Trademarks') rights in or to any of the Licensed Trademarks (or Sublicensed Trademarks). Licensee further agrees to notify Licensor promptly in writing of any legal proceeding or action instituted, threatened or asserted against it, involving any of the Licensed IP. Unless otherwise approved by Licensor in writing in each instance, Licensee shall not file or authorize the filing of any registration or application to register any of the Licensed Trademarks or Sublicensed Trademarks, and all such filings shall be made in the name of Licensor or its designee.

(b) As between the parties, Licensor or the applicable Intellectual Property owner (or their designees) shall have the sole right to determine and carry out, in its or their sole discretion, the course of action for responding to claims of instances of infringement or misuse of the Licensed IP, and Licensee (and its Sublicensees) shall, at Licensor's request, cooperate in any such action, claim or proceeding.

## ARTICLE 6 – TERM

(a) The term of this Agreement commences on the Effective Date, and shall continue thereafter, unless and until it is terminated as provided in Article 6 or 7 herein. Should any party cease to be an affiliate of Hilton Hotels Corporation ("HHC"), unless otherwise agreed by the other party in writing, this Agreement shall terminate thirty (30) days following the applicable party ceasing to be an affiliate of HHC. Each party shall immediately provide notice to the other party upon the party becoming aware of facts or circumstances indicating that it will cease to remain an HHC affiliate.

(b) Upon termination of this Agreement, Licensee will, within thirty (30) days following such termination or as soon as reasonably practicable: (1) discontinue use of the Licensed IP, and (2) deliver or destroy (at Licensor's option) all materials in any form or media containing, bearing or incorporating any Licensed IP, whether in its possession or control or that of any Sublicensee, and the parties shall cooperate to best preserve the value of all Licensed IP.

(c) All covenants, duties, and obligations herein which by their nature or express terms should survive the termination of this Agreement, including without limitation Articles 1 & 10-15 and Sections 4(a), 6(b)-(c), shall so survive the termination of this Agreement.

## ARTICLE 7 –TERMINATION RIGHTS



In the event Licensee materially breaches any provision of this Agreement, including failure to comply with the quality standards provisions in Article 3 with respect to the Licensed Activities, and shall fail to cure such breach within thirty (30) days of receipt of written notice from Licensor (which shall also be delivered to the Operator at the address specified in the Operating Agreement), Licensor may terminate this Agreement, effective immediately upon written notice to Licensee.

#### ARTICLE 8 – ASSIGNMENT, SUCCESSORS AND ASSIGNS

Licensor may, in its sole and absolute discretion, at any time upon written notice to Licensee, assign this agreement to a person that is capable of fulfilling Licensor's obligations hereunder. Licensee may not assign, assume in bankruptcy, sublicense, pledge, delegate or otherwise transfer this Agreement, without the prior written consent of Licensor in their sole discretion. For the avoidance of doubt, a merger, reorganization or change of control of Licensee shall be deemed an "assignment" hereunder, regardless of whether Licensee is the surviving entity. Any purported assignment in violation of the foregoing shall be null and void ab initio and of no force or effect. In the event of a permitted assignment hereunder, this Agreement shall be binding on the parties and their successors and assigns.

#### ARTICLE 9 – REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Licensor represents and warrants to Licensee, and Licensee represents and warrants to Licensor as follows:

(i) The warranting party is a limited liability company duly formed and organized, validly existing and in good standing under the laws of the State of Delaware, and has the power, authority and legal right to grant the licenses herein.

(ii) The execution, delivery and performance by the warranting party of this Agreement are within such party's power, have been duly authorized, do not contravene such party's organizational documents, any contract or applicable requirement of Law and do not require any authorization or approval or other action by any governmental authority.

(iii) This Agreement is the legal, valid and binding obligation of the warranting party, enforceable against such party in accordance with its terms, except as such enforceability may be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity (whether such enforcement is considered in a proceeding in equity or at law).

(b) By Licensor. REDACTED

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ARTICLE 10 – DISCLAIMER

EXCEPT FOR LICENSOR'S REPRESENTATIONS AND WARRANTIES IN ARTICLE 9, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS AGREEMENT OR THE LICENSED IP, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, VALIDITY, VALUE, RELIABILITY, ACCURACY, SUITABILITY, NON-INFRINGEMENT OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES.

ARTICLE 11 – HEADINGS

Headings in this Agreement are used for convenience only and shall not affect its construction or interpretation. The word "including" shall mean "including without limitation".

ARTICLE 12 – MISCELLANEOUS

(a) This Agreement sets forth the entire agreement of the parties relating to its subject matter and merges all prior discussions between them. This Agreement shall not be modified or amended except by a writing signed by both parties.

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(b) The parties here are independent contractors, and not partners or joint venturers. Neither party is an employee or agent of the other party or has the power or authority to bind the other party to third parties.

(c) This Agreement is for the sole and exclusive benefit of Licensor and Licensee and is not intended to benefit any third party, including any Sublicensee. No Sublicensee shall have the right to enforce any provisions of this Agreement directly against Licensor.

(d) No waiver by a party of any provision, breach or default under this Agreement shall constitute a continuing waiver of same or a waiver of any other provision, breach or default hereunder.

(e) If any provision of this Agreement is declared legally invalid or unenforceable, this Agreement shall be construed to contain a modified version of such provision that reflects the intent of the parties to the maximum extent. If such modification is not reasonably practicable, then this Agreement shall be construed as if it did not contain such invalid or unenforceable clause and shall, in all other respects, remain in full force and effect.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be acceptable as originals for purposes of binding the parties to this Agreement.

#### ARTICLE 13 – GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, which laws shall prevail in event of any conflict of law. Licensor and Licensee hereby submit to the exclusive (subject to the last sentence of this Article 13) jurisdiction of the state and federal courts located in Manhattan, New York for any disputes relating to or arising from this Agreement. Licensee agrees that any material breach or threatened material breach of this Agreement by it will cause the Licensor irreparable injury, and that Licensor has the right to seek injunctive or equitable relief in any court of competent jurisdiction to prevent or enjoin such breach without posting bond or other security.

#### ARTICLE 14 – NOTICES

All demands, notices and communications upon or to the parties shall be in writing, and shall be personally delivered, sent by electronic facsimile or overnight delivery service or mailed by certified mail, return receipt requested, and shall be deemed to have been duly given to the intended recipient upon receipt at the respective addresses set forth below, or at such other address as shall be designated by such Person in a written notice to the other parties to this Agreement.

If to Licensor or Licensee:

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c/o Blackstone Real Estate Acquisitions VI L.L.C.  
345 Park Avenue  
New York, New York 10154  
Attention: Kenneth A. Caplan  
Facsimile No.: (212) 583 5730

c/o Blackstone Capital Partners V L.P.  
345 Park Avenue  
New York, New York 10154  
Attention: Michael Chae  
Facsimile No.: (212) 583-5193

With a copy to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attention: Gregory J. Ressa, Esq.  
Facsimile No.: (212) 455 2502

and:

Hilton Hotels Corporation  
9336 Civic Center Drive  
Beverly Hills, California 90210  
Attention: Chief Financial Officer  
Facsimile No.: (310) 205-7677

The parties may, from time to time, change their respective addresses for the purpose of this section by providing notice to the other as herein provided.

#### ARTICLE 15 – CONFIDENTIALITY

Licensee agrees that it will neither use for any improper purpose nor disclose to any person (other than its employees or agents on a “need to know” basis) any confidential or proprietary items in the Licensed Systems, except in connection with the enforcement of Licensee’s rights hereunder or as required by applicable law.

IN WITNESS WHEREOF, the parties have fully executed and delivered this Agreement as of the day and year first written above.

HLT Domestic IP LLC

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

Waldorf Astoria Management LLC

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

**EXHIBIT A – Licensed Trademarks**

(See Attached)

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**HLT DOMESTIC IP, LLC**  
**SCHEDULE OF U.S. TRADEMARKS**  
**WALDORF=ASTORIA**  
**THE WALDORF=ASTORIA COLLECTION**

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App.No. Or Reg. No.</u>	<u>Date</u>
U.S.	BULL AND BEAR (block)	42	Registered	1532420	03-28-89
U.S.	CONCIERGE CLASS (cross key design)	42	Registered	1832979	04-26-94
U.S.	FACE DESIGN	42	Registered	1503370	09-16-88
U.S.	OSCAR'S (block)	42	Registered	1366024	10-15-85
U.S.	PEACOCK ALLEY (block)	42	Registered	1394490	05-20-86
U.S.	PEACOCK ALLEY (design)	42	Registered	2581530	06-18-02
U.S.	PEACOCK ALLEY (new design)	43	Registered	3165217	10-31-06
U.S.	STARLIGHT ROOF (block)	35, 42	Registered	2615511	09-03-02
U.S.	W-A (block)	42	Registered	1297210	09-18-84
U.S.	WALDORF ASTORIA STATUE AND DESIGN	42	Registered	1309452	12-11-84
U.S.	THE WALDORF=ASTORIA COLLECTION (design)	43	Registered	3267555	07-24-07
U.S.	WALDORF=ASTORIA COLLECTION (block)	43	Registered	3165117	10-31-06
U.S.	WALDORF-ASTORIA (block)	42	Registered	1065983	05-17-77

U.S.	ANDIAMO (block)	42	Registered	1803492	11-9-93
U.S.	BE HOSPITABLE (block)	43	Registered	3139121	9-5-06
U.S.	BE! BE! (block)	41	Registered	2807487	1-20-04
U.S.	BISTRO 921 (block)	42	Registered	1936068	11-14-95
U.S.	BOOJUM TREE (block)	42	Registered	904461	12-15-70
U.S.	BRICKSTONES (block)	42	Registered	1702302	7-21-92
U.S.	CAFÉ OASIS (block)	42	Registered	1341726	6-11-85
U.S.	CATCH ME AT MY BEST (block)	42	Registered	2187666	9-08-98
U.S.	CAVATAPPI (block)	43	Registered	2693551	3-04-03
U.S.	CRYSTAL GRILL (block)	42	Registered	2581211	6-18-02
U.S.	CRYSTAL GRILL (design)	42	Registered	2594118	7-16-02
U.S.	EADVANTAGE (block)	43	Registered	2995085	9-13-05
U.S.	EADVANTAGE (design)	42	Registered	1995089	9-13-05
U.S.	E-EVENTS (block)	43	Registered	3239223	5-08-07
U.S.	ETRUSCA (block)	42	Registered	2478091	8-14-01
U.S.	FINN & PORTER (horizontal design)	43	Registered	2850846	6-08-04
U.S.	FINN & PORTER (block)	43	Registered	2745248	7-29-03
U.S.	FINN'S GRILL (block)	42	Registered	1943219	12-19-95
U.S.	HAU TREE (block)	42	Registered	1651861	07-23-91
U.S.	INFOCUS (block)	35	Registered	3020041	11-29-05
U.S.	KABBY'S (block)	42	Registered	1828640	3-29-94



U.S.	KITTY O'SHEA'S (block)	42	Pending	76025076	4-14-00
U.S.	LEISURE TIME ADVOCACY (block)	43	Registered	2902484	11-09-04
U.S.	LIBERTY TAVERN (design)	43	Registered	2843849	5-17-04
U.S.	LIBERTY TAVERN (design)	43	Registered	2843849	5-17-04
U.S.	ONQ (block)	9, 35, 36, 43	Registered	3246082	5-29-07
U.S.	ONQ (design)	9, 35, 36, 43	Pending	78371423	2-20-04
U.S.	OUR BEST RATES. GUARANTEED (design)	43	Registered	3002999	9-27-05
U.S.	PAVIA (block)	42	Registered	1379721	1-21-86
U.S.	PITTSBURGH FISH MARKET (block)	42	Registered	2653341	11/26/2002
U.S.	R.J. GRIN'S (block)	42	Registered	1834122	5-03-94
U.S.	RUM LARGO (block)	42	Registered	1304311	11-06-84
U.S.	SCENES (block)	42	Registered	1516879	12-13-88
U.S.	SEAPORTS (block)	42	Registered	1603104	6-19-90
U.S.	SEAPORTS (design)	42	Registered	1603105	6-19-90
U.S.	SPENCER'S (block)	42	Registered	2446357	4-24-01
U.S.	SPIRIT OF PRIDE (block)	35	Registered	2736766	7-15-03
U.S.	SPORT'S EDITION (block)	32	Registered	2996041	9-13-05
U.S.	ST. LOUIS FISH MARKET (block)	42	Registered	2731975	7-01-03
U.S.	ST. LOUIS FISH MARKET (design)	42	Registered	2672256	1-07-03
U.S.	SUITE DREAMS (block)	20	Registered	2709206	4-22-03

U.S.	TERRAZOS (block)	42	Registered	2547016	3-12-02
U.S.	THE BIG DOWNTOWN (block)	42	Registered	2527340	1-08-02
U.S.	THE COVE (block)	42	Registered	1370693	11-12-85
U.S.	THE SPORTS EDITION (block)	42	Registered	1588313	3-20-90
U.S.	VELATO'S (block)	42	Registered	1832988	4-26-94
U.S.	YOUR WISHES GRANTED (block)	41,43	Registered	2806647	1-20-04

**EXHIBIT B –Sublicensed Trademarks**

(See Attached)

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