

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FCH HH KNICKERBOCKER OWNER		11/06/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT		
Street Address:	40 KING STREET WEST		
Internal Address:	55TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85758432	THE KNICKERBOCKER	
Serial Number:	85758493	KNICK	
Serial Number:	85758670	THE KNICK	
Serial Number:	85758722	KNICK NY	
Serial Number:	85758809	THE KNICKERBOCKER HOTEL NEW YORK	
Serial Number:	85758880	KNICKERBOCKER NEW YORK HOTEL	
Serial Number:	85758929	KNICK NEW YORK HOTEL	
Serial Number:	85758975	THE KNICK NEW YORK	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8623		

CH \$215.00 85758432

Email: rassmus@mayerbrown.com
Correspondent Name: Richard M. Assmus
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 11292173 (RMA)

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Richard M. Assmus

Signature: /RMA/

Date: 11/08/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, this “**Agreement**”), dated as of November 6, 2012, is made by FCH HH KNICKERBOCKER OWNER, L.P., a Delaware limited partnership (the “**Grantor**”), in favor of THE BANK OF NOVA SCOTIA, a Canadian bank, in its capacity as administrative agent for the financial institutions (the “**Acquisition Loan Lenders**”) from time to time party to the Acquisition Loan Agreement (as defined below) (together with its successors and assigns, in such capacity, the “**Acquisition Loan Administrative Agent**”), THE BANK OF NOVA SCOTIA, a Canadian bank, in its capacity as administrative agent for the financial institutions (the “**Building Loan Lenders**”) from time to time party to the Building Loan Agreement (as defined below) (together with its successors and assigns, in such capacity, the “**Building Loan Administrative Agent**”), and THE BANK OF NOVA SCOTIA, a Canadian bank, in its capacity as administrative agent for the financial institutions (the “**Project Loan Lenders**”, and together with the Acquisition Loan Lenders and the Building Loan Lenders, collectively, the “**Lenders**”) from time to time party to the Project Loan Agreement (as defined below) (together with its successors and assigns, in such capacity, the “**Project Loan Administrative Agent**”, and together with the Acquisition Loan Administrative Agent and the Building Loan Administrative Agent, collectively, the “**Administrative Agents**”).

W I T N E S S E T H:

WHEREAS, (i) the Grantor, the Acquisition Loan Administrative Agent and the Acquisition Loan Lenders are parties to that certain Acquisition Loan Agreement of even date herewith (as such agreement may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Acquisition Loan Agreement**”), pursuant to the terms of which the Acquisition Loan Lenders have agreed to make loans (the “**Acquisition Loans**”) to the Grantor, as borrower, in the maximum principal amount of SIXTY-FOUR MILLION EIGHT HUNDRED SIXTY THOUSAND NINE HUNDRED SEVEN AND 68/100 DOLLARS (\$64,860,907.68), (ii) the Grantor, the Building Loan Administrative Agent and the Building Loan Lenders are parties to that certain Building Loan Agreement of even date herewith (as such agreement may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Building Loan Agreement**”), pursuant to the terms of which the Building Loan Lenders have agreed to make loans (the “**Building Loans**”) to the Grantor, as borrower, in the maximum principal amount of FIFTEEN MILLION EIGHT THOUSAND ONE HUNDRED THIRTY-FIVE and 85/100 DOLLARS (\$15,008,135.85) and (iii) the Grantor, the Project Loan Administrative Agent and the Project Loan Lenders are parties to that certain Project Loan Agreement of even date herewith (as such agreement may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Project Loan Agreement**”; together with the Building Loan Agreement and the Acquisition Loan Agreement, collectively, the “**Loan Agreements**”), pursuant to the terms of which the Project Loan Lenders have agreed to make loans (the “**Project Loans**”; together with the Building Loans and the Acquisition Loans, collectively, the “**Loans**”) to the Grantor, as borrower, in the maximum principal amount of FIVE MILLION ONE HUNDRED THIRTY THOUSAND NINE HUNDRED FIFTY-SIX and 47/100 DOLLARS (\$5,130,956.47); and

WHEREAS, the Obligations of the Grantor under the Loan Agreements are secured, inter alia, by this Agreement and the other Acquisition Loan Documents, Building Loan Documents and Project Loan Documents (individually and collectively, the “**Loan Documents**”); and

WHEREAS, the Grantor for and in consideration of the Loan Agreements is executing and delivering this Agreement to each of the Administrative Agents for the benefit of each of the Secured Parties; and

WHEREAS, as a condition precedent to making the Loans available to the Grantor under the Loan Agreements, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, the Grantor is duly authorized to execute and deliver this Agreement and perform its obligations hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Loans available to the Grantor pursuant to the Loan Agreements, the Grantor agrees as follows:

SECTION 1. Definitions. Capitalized terms used herein but not otherwise defined herein that are defined in the Loan Agreements shall have the meanings given to them in the Loan Agreements. The following terms (whether or not bolded) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof).

“**Acquisition Loan Administrative Agent**” is defined in the preamble.

“**Acquisition Loan Agreement**” is defined in the first recital.

“**Acquisition Loan Lenders**” is defined in the preamble.

“**Acquisition Loan Secured Party**” means “Secured Party” as defined in the Acquisition Loan Agreement.

“**Acquisition Loans**” is defined in the second recital.

“**Administrative Agents**” is defined in the preamble

“**Building Loan Administrative Agent**” is defined in the preamble.

“**Building Loan Agreement**” is defined in the first recital.

“**Building Loan Lenders**” is defined in the preamble.

“**Building Loan Secured Party**” means “Secured Party” as defined in the Building Loan Agreement.

“**Building Loans**” is defined in the second recital.

“**Grantor**” is defined in the preamble.

“**Lenders**” is defined in the preamble

“**Loan Agreements**” is defined in the first recital.

“**Loan Documents**” is defined in the second recital.

“**Loans**” is defined in the first recital.

“**Project Loan Administrative Agent**” is defined in the preamble.

“**Project Loan Agreement**” is defined in the first recital.

“**Project Loan Lenders**” is defined in the preamble.

“**Project Loan Secured Party**” means “Secured Party” as defined in the Project Loan Agreement.

“**Project Loans**” is defined in the second recital.

“**Secured Parties**” means, collectively, the Acquisition Loan Secured Parties, the Building Loan Secured Parties and the Project Loan Secured Parties.

“**Trademark Collateral**” means all of the following, whether now owned or hereafter acquired by the Grantor:

(a) all trademarks (including service marks), logos, slogans, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other Country or any political subdivision thereof), including, without limitation, the registrations and applications listed in Item A of Attachment I annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the Grantor’s use of any Trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof (all of the foregoing items in this clause (a), each a “**Trademark**” and collectively, the “**Trademarks**”);

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks; and

(c) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark,

Trademark registration or Trademark license referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; provided, however, that the term “Trademark Collateral” shall not include (i) any agreement, right, franchise, license or permit to which the Grantor is a party or of which the Grantor has the benefit, to the extent only that the creation of the security interest therein would constitute a breach of the terms of, or permit any Person party thereto to terminate, such agreement, right, franchise, license or permit and (ii) trademark applications filed in the United States Patent and Trademark Office (the “PTO”) on the basis of Grantor’s intent to use such trademark unless and until an amendment to allege use or a statement of use has been accepted by the PTO.

SECTION 2. Grant of Security Interest.

(a) Grant of Security for Acquisition Loan. The Grantor hereby assigns, pledges and grants to the Acquisition Loan Administrative Agent for its benefit and the benefit of the Acquisition Loan Secured Parties, a lien on and security interest in the Grantor’s right, title and interest, if any, in and to the Trademark Collateral, whether now or hereafter existing or acquired by the Grantor.

(b) Grant of Security for Building Loan. The Grantor hereby assigns, pledges and grants to the Building Loan Administrative Agent for its benefit and the benefit of the Building Loan Secured Parties, a lien on and security interest in the Grantor’s right, title and interest, if any, in and to the Trademark Collateral, whether now or hereafter existing or acquired by the Grantor.

(c) Grant of Security for Project Loan. The Grantor hereby assigns, pledges and grants to the Project Loan Administrative Agent for its benefit and the benefit of the Project Loan Secured Parties, a lien on and security interest in the Grantor’s right, title and interest, if any, in and to the Trademark Collateral, whether now or hereafter existing or acquired by the Grantor.

Notwithstanding anything to the contrary contained in this Agreement or in any of the Loan Documents, the grant of security in favor of the Administrative Agents for their benefit and the benefit of the Secured Parties hereunder by the Grantor shall be *pari passu* with respect to the Obligations under each of the Acquisition Loan Documents, the Building Loan Documents and the Project Loan Documents.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agents in the Trademark Collateral with the PTO and, if reasonable in light of the value of the non-United States Trademark Collateral and the cost of registering the security interest in such jurisdiction, corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agents for their benefit and the benefit the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agents and the Secured Parties thereunder) shall remain in full force and effect in accordance with its

terms. In the event of an irreconcilable conflict between the terms of this Agreement and the Global Security Agreement, the Global Security Agreement shall govern.

SECTION 4. Release of Security Interest. Upon the payment in full of all Obligations under all of the Loan Documents the security interest granted herein and this Agreement shall terminate and all rights to the Trademark Collateral shall revert to the Grantor. The Administrative Agents shall, at the Grantor's expense, execute and deliver to the Grantor all Instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Incorporation. The Grantor does hereby further acknowledge and agree that the terms and provisions of Sections 8.1 and 8.2 of the Security Agreement are incorporated by reference herein as if fully set forth herein. Furthermore, the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agents with respect to the security interest in the Trademark Collateral granted hereby shall be as set forth in the Security Agreement as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreements.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Administrative Agents have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GRANTOR:

FCH HH KNICKERBOCKER OWNER, L.P.,
a Delaware limited partnership

By: Knickerbocker Hotel Owner GP, L.L.C.,
a Delaware limited liability company
its general partner

By: _____
Name: **JONATHAN H. YELLEN**
Title: **EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY**

[signature pages continue]

ADMINISTRATIVE AGENTS:

THE BANK OF NOVA SCOTIA,
as Acquisition Loan Administrative Agent,
Building Loan Administrative Agent and
Project Loan Administrative Agent

By: 

Name: George Sherman

Title: Director

**ATTACHMENT 1
to Trademark
Security Agreement**

Item A. Trademarks

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	The Knickerbocker	85758432	October 19, 2012
U.S.	Knick	85758493	October 19, 2012
U.S.	The Knick	85758670	October 19, 2012
U.S.	Knick NY	85758722	October 19, 2012
U.S.	The Knickerbocker Hotel New York	85758809	October 19, 2012
U.S.	Knickerbocker New York Hotel	85758880	October 19, 2012
U.S.	Knick New York Hotel	85758929	October 19, 2012
U.S.	The Knick New York	85758975	October 19, 2012
U.S.	The Knickerbocker	85758432	October 19, 2012