

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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 and Restaurants, LLC		09/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LL Mezz Holdings II, L.P.
Street Address:	591 West Putnam Avenue
Internal Address:	Attn: Cody Bradshaw
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3489664	
Registration Number:	3272828	FEATHERBORNE
Registration Number:	2994571	FEATHERBORNE
Registration Number:	3294083	LARKSPUR
Registration Number:	3482457	LARKSPUR
Registration Number:	3401713	LARKSPUR
Registration Number:	4252967	LARKSPUR COLLECTION
Registration Number:	3100004	LARKSPUR HOTEL
Registration Number:	3457886	LARKSPUR HOTELS & RESTAURANTS
Registration Number:	3457855	LARKSPUR LANDING
Registration Number:	2999408	LL LARKSPUR LANDING HOME SUITE HOTEL

CORRESPONDENCE DATA

OP \$290.00 3489664

Fax Number:

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

Phone: (213) 683-6110
Email: tomking@paulhastings.com
Correspondent Name: Thomas W. F. King
Address Line 1: 515 South Flower Street
Address Line 2: Twenty-Fifth Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Thomas W. F. King
Signature:	/Thomas W. F. King/
Date:	10/17/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 16, 2013, by and between LARKSPUR HOTELS AND RESTAURANTS, LLC, a Delaware limited liability company ("Assignor"), and LL MEZZ HOLDINGS II, L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor and Assignee (as successor-in-interest to LL Mezz Holdings I, L.P., a Delaware limited partnership) are parties to that certain Agreement of Purchase and Sale of Intellectual Property dated as of August 23, 2013 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks and trademark applications and registrations listed on Schedule A attached hereto (the "Trademarks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Trademarks.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties and license fees deriving from the Trademarks, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.
2. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.
3. Assistance. Subject to Section 4, Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
4. Relation to Asset Purchase Agreement. This Assignment is intended only to effect the transfer of the Trademarks, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and

indemnifications of any party set forth in the Asset Purchase Agreement, except as expressly provided in Section 2 of this Assignment. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. General.

(a) Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

(b) Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Schedules and Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

(c) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

(d) Governing Law. This Assignment is deemed to have been made in the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California without reference to conflict of laws provisions thereunder.

(e) Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

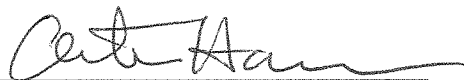
(f) Counterparts. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNOR:

LARKSPUR HOTELS AND RESTAURANTS, LLC,
a Delaware limited liability company

By 

Name: Jim Hansen

Title: Authorized Signatory

[SIGNATURE PAGES CONTINUE]

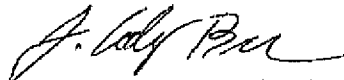
[Signature Page to Larkspur Landing Trademark Assignment]

TRADEMARK
REEL: 005132 FRAME: 0796

ASSIGNEE:

LL MEZZ HOLDINGS II, L.P.,
a Delaware limited partnership

By: LL MEZZ HOLDINGS II GP, L.L.C.,
a Delaware limited liability company
its general partner

By: 
Name: J. Cody Bradshaw
Title: SVP


[Signature Page to Larkspur Landing Trademark Assignment]

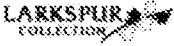

SCHEDULE A
TRADEMARKS

See attached.

EXHIBIT A

Larkspur Trademark IP:

Country DM Ref.	Mark	Status	Class Goods /Services	Appl. No. Filing Date	Reg. No. Issue Date
United States R1710-00101	CRAFTSMAN ROSE Design 	Registered	43: Hotel, restaurant and bar services.	77/172,209 5/3/2007	3,489,664 8/19/2008
United States R1710-01301	FEATHERBORNE - Word	Registered	20: Beds, bed frames, mattresses and pillows. 24: Bed sheets, bed blankets, bed spreads, and bed skirts; pillow cases and covers, mattress pads and covers.	78/550,480 1/19/2005	3,272,828 7/31/2007
United States R1710-00601	FEATHERBORNE - Word	Registered	43: temporary housing accommodation services, namely providing pillows and bedding for guests of temporary housing accommodations.	78/373,521 2/24/2004	2,994,571 9/13/2005
United States R1710-01101	LARKSPUR - Word	Registered	20: Beds, mattresses and pillows. 24: Bed sheets, bed blankets, feather beds, duvets, duvet covers, pillow cases, mattress pads, throw blankets, and towels.	78/943,189 8/2/2006	3,294,083 9/18/2007
United States R1710-01401	LARKSPUR - Word	Registered	25: Clothing, namely, bathrobes, jackets and shirts; headgear, namely, caps; footwear.	78/934,120 7/20/2006	3,482,457 8/5/2008

Country DM Ref.	Mark	Status	Class Goods /Services	Appl. No. Filing Date	Reg. No. Issue Date
United States R1710-00801	LARKSPUR - Word	Registered	43: Hotels; providing temporary housing accommodations.	78/594,924 3/25/2005	3,401,713 3/25/2008
United States R1710-03101	LARKSPUR COLLECTION & Design 	Registered	043: Hotels; providing temporary housing accommodations	85/537,238 2/8/2012	4,252,967 12/4/2012
United States R1710-00401	LARKSPUR HOTEL – Word	Registered	43: hotels; providing temporary housing accommodations.	78/420,297 5/17/2004	3,100,004 6/6/2006
United States R1710-02101	LARKSPUR HOTELS & RESTAURANTS - Word	Registered	43: Hotel, restaurant and bar services.	77/342,370 12/3/2007	3,457,886 7/1/2008
United States R1710-02001	LARKSPUR LANDING - Word	Registered	43: Hotel services.	77/330,617 11/15/2007	3,457,855 7/1/2008
United States R1710-00301	LL LARKSPUR LANDING HOME SUITE HOTEL & Design 	Registered	42: Extended stay hotel lodging.	75/427,660 2/2/1998	2,999,408 9/27/2005