

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
Larkspur Hotels and Restaurants, LLC		10/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Kimpton Hotel & Restaurant Group LLC
Street Address:	222 Kearny St. Suite 200
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA Delaware

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3546078	THREE DEGREES

CORRESPONDENCE DATA

Fax Number:

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

Email: trademarks@kimptongroup.com

Correspondent Name: Kimpton Hote & Restaurant Group LLC

Address Line 1: 222 Kearny St. Suite 200

Address Line 4: San Francisco, CALIFORNIA 94108

NAME OF SUBMITTER:	Judith C. Miles
Signature:	/judith c miles/
Date:	11/22/2013

Total Attachments: 1
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OP \$40.00 3546078

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made effective September 30, 2013. The assignment made by this instrument is from Larkspur Hotels and Restaurants, LLC, a Delaware limited liability company, whose address is 125 E. Sir Francis Drake Blvd., Suite 200, Larkspur, California 94939 (hereinafter the "Assignor"), to Kimpton Hotel & Restaurant Group, LLC, a Delaware limited liability company, with a principal place of business at 222 Kearny Street, Suite 200, San Francisco, CA 94108 (hereinafter "Assignee").

WHEREAS, Assignor owns the THREE DEGREES service mark in connection with restaurant and bar services and U.S. Registration No. 3,546,078 for that mark (herein "the Mark");

WHEREAS, in October 2008, Assignor's predecessor in interest entered into a coexistence agreement with Club 3 Degrees International, LLC for use of the Mark, pursuant to the Trademark Agreement attached hereto as Exhibit A;

WHEREAS, on December 15, 2011, Assignor licensed the Mark to LG Hotel, LLC pursuant to the Trademark Agreement attached hereto as Exhibit B;

WHEREAS, Assignor owns all rights, title and interest of every kind, nature or description in and to the Mark, 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 Mark"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Mark (as defined hereinabove) including, without limitation, the license agreements with Club 3 Degrees International, LLC and LG Hotel, LLC referenced above;

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 Mark (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Mark 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 Mark 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 represents and warrants that to its knowledge there are no current claims of infringement against Assignor for use of the Mark.

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 AND RESTAURANTS, LLC

KIMPTON HOTEL & RESTAURANT
GROUP, LLC

ASSIGNOR

ASSIGNEE

By: 

By: 

Name: Jim Hansen

Name: Judith C. Miles

Title: Authorized Signatory

Title: Executive Vice President and General Counsel

Date: 10-16-2013

Date: 10-4-2013