

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/30/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunstone Century Star, LLC		05/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
Sunstone Century Star Lessee, Inc.		05/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Next Century Associates, LLC
Street Address:	1999 Avenue of the Stars, Suite 2850
Internal Address:	c/o Woodridge Capital Partners, LLC
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0914506	CENTURY PLAZA
Registration Number:	0914509	CENTURY PLAZA
Registration Number:	2748127	SPA MYSTIQUE
Registration Number:	2730097	SPA MYSTIQUE
Registration Number:	2688582	E

CORRESPONDENCE DATA

Fax Number: 9494754754

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

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 98358-00012

TRADEMARK

NAME OF SUBMITTER:	Stephanie S. Kann
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	06/13/2014
Total Attachments: 5 source=Assignment of Trademarks (Fully Executed) (05 30 2008)) (3)#page1.tif source=Assignment of Trademarks (Fully Executed) (05 30 2008)) (3)#page2.tif source=Assignment of Trademarks (Fully Executed) (05 30 2008)) (3)#page3.tif source=Assignment of Trademarks (Fully Executed) (05 30 2008)) (3)#page4.tif source=Assignment of Trademarks (Fully Executed) (05 30 2008)) (3)#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of 5-20, 2008 (the "Effective Date"), by and between Sunstone Century Star, LLC, a Delaware limited liability company and Sunstone Century Star Lessee, Inc., a Delaware corporation with a business address of c/o Sunstone Century Star, LLC, 903 Calle Amanecer, Suite 100, San Clemente, California 92673 Attention: Robert A. Alter, CEO (collectively, "Assignor"), and Next Century Associates, LLC, a Delaware limited liability company with a business address of c/o Woodridge Century Partners, LLC, 1999 Avenue of the Stars, Suite 2850, Los Angeles, California 90067 Attention: Michael Rosenfeld ("Assignee").

1.0 Background.

1.1 Assignor and Assignee have entered into that certain Agreement of Purchase and Sale (as amended, the "Agreement") dated as of March 22, 2008 between Assignor, as "Seller", and Assignee, as "Buyer", for purchase of the land, improvements, fixtures, furnishings, equipment, inventories and other real and personal property comprising the hotel known as the Century Plaza Hotel, in Los Angeles, California (the "Hotel"). In conjunction with the sale and purchase of the Hotel, the Agreement obligates Assignor to assign to Assignee, and Assignee to assume, all of Assignor's rights, title and interest in, to and under the Trademarks (as that term is defined below). Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to such terms in the Agreement.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Trademarks set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

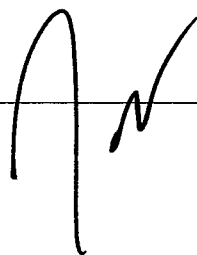
3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

ASSIGNEE:

NEXT CENTURY ASSOCIATES, LLC

By:
Name:
Title:



STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On May 29, 2008 before me, Sharon Jastraw, Notary Public, personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

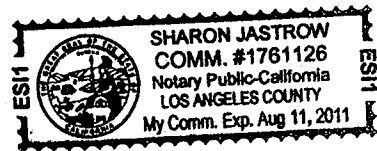
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Seal)




Signature Page to Trademark Assignment

TRADEMARK
REEL: 005302 FRAME: 0472

Exhibit A

Trademarks

Registered Marks

MARK	Registration Number	Registration Date	Owner
CENTURY PLAZA	914,506	6/8/1971	Sunstone Century Star, LLC
CENTURY PLAZA	914,509	6/8/1971	Sunstone Century Star, LLC
SPA MYSTIQUE	2,748,127	8/5/2003	Sunstone Century Star, LLC
SPA MYSTIQUE	2,730,097	6/24/2003	Sunstone Century Star, LLC
	2,688,582	2/18/2003	Sunstone Century Star, LLC

Common Law or Licensed Marks

Mark	
BAHAMA BREEZE	Owned by Darden Concepts, Inc. and licensed to Sunstone Hotel Investors, Inc.
X-BAR	Common Law